

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 5 PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER SEP 22, 2006		2. CONTRACT NO. (If any) ED-06-PO-1784		6. SHIP TO: EDOIGC	
3. ORDER NO.		4. REQUISITION/REFERENCE NO. EDOOIG-06-000078		a. NAME OF CONSIGNEE Ult Dest: EDOIGC	
5. ISSUING OFFICE (Address correspondence to) CPOB US Department of Education, Contracts & Acq Mgt/Group B, 550 12th St SW - 7th Floor Washington, DC, 20202-4240, USA				b. STREET ADDRESS 111 North Canal St - Suite 940	
7. TO: 00014409 TIN: 581652822				c. CITY Chicago	e. ZIP CODE 60606
a. NAME OF CONTRACTOR DUNS: 148099450 GLOCK, INC				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 6000 HIGHLANDS PKWY SE				<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY SMYRNA	e. STATE GA	f. ZIP CODE 300827204		<input type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule Obligated Amount: \$1,600.00				10. REQUISITIONING OFFICE OOIG	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) OCT 22, 2006	16. DISCOUNT TERMS 0% 0 Days Net 30	
a. INSPECTION see block 6	b. ACCEPTANCE see block 6				

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	See Continuation	Page For Line Item Details				

OPTIONAL FORM 99 (7-90)

FAX TRANSMITTAL

of pages 25

To: D. Oliver	From: D. BROWN
Dept./Agency	Phone #
Fax # (814) 661-9531	Fax #
NSN 7540-01-317-7368	5099-101 GENERAL SERVICES ADMINISTRATION

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
21. MAIL INVOICE TO: CPOB					
a. NAME Contracts & Acquisitions Mgt, Group B					
b. STREET ADDRESS (or P.O. Box) Contracts & Acq Mgt/Group B, 550 12th St SW - 7th Floor					
c. CITY Washington				d. STATE DC	e. ZIP CODE 20202-4240
22. UNITED STATES OF AMERICA BY (Signature)				23. NAME (Typed) Pamela W. Bone (202) 245-6181 TITLE: CONTRACTING/ORDERING OFFICER	

17(h) TOT. (Cont. pages)
\$1600
17(i) GRAND TOTAL
\$1600

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of \$ _____. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided; contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed \$10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected, ☐ accepted, ☐ received by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

SHIPMENT NUMBER	PARTIAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
	FINAL				
TOTAL CONTAINERS		GROSS WEIGHT	RECEIVED AT	TITLE	

[illegible]

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
0001	<p>Accounting and Appropriation Data: 1400A2006.A.2006.EFD61000.647.3103F.000.000.0000.000000 Cost Applied: \$1,600.00</p> <p>PLEASE REFERENCE U.S. CAPITOL POLICE CONTRACT NUMBER: USCPS3-8571-C-0183 FOR USE WITH THIS PURCHASE ORDER AT THE CONTRACT PRICE OF \$320 PER WEAPON.</p> <p>GLOCK, INC. CONTACT: (b) (6) GLOCK, INC. 6000 HIGHLAND PARKWAY SMYRNA, GA 30082-5194 (770) 432-1202</p> <p>SHIP TO: (b) (6), (b) (7)(C) SPECIAL AGENT, AT THE SHIPPING ADDRESS PROVIDED ON THIS PURCHASE ORDER</p> <p>GLOCK MODEL 22 .40 S&W CALIBER PISTOLS EACH PISTOL PURCHASED INCLUDES THE STANDARD 5.5 POUND TRIGGER PULL, SIX (6) MAGAZINES AND TRIJICON NIGHT SITES "price includes 10% federal excise tax"</p>	5.00	EA	320.00	1,600.00

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I. 6	52.225-1 BUY AMERICAN ACT--SUPPLIES (JUN 2003).....	5

**SECTION I
CONTRACT CLAUSES**

I. 1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (SEP 2005)

(Reference 52.212-4)

I. 2 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(Reference 52.219-6)

I. 3 52.222-26 EQUAL OPPORTUNITY (APR 2002)

(Reference 52.222-26)

I. 4 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(Reference 52.232-33)

I. 5 52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR 1984)

(Reference 52.247-35)

I. 6 52.225-1 BUY AMERICAN ACT--SUPPLIES (JUN 2003)

(Reference 52.225-1)

Brown, Donchez

From: Oliver, Deborah
Sent: Wednesday, January 03, 2007 11:47 AM
To: Johnson, Brian; Lewis, Annette; Brown, Donchez; Randolph, Sharron; Williams, Veronica
Subject: RE: Invoice Payment for ED-06-PO-1784 (Glock)

As you can see from the attached pdf file of the award financial history, the receipt was entered and payment was made November 24, 2006.

Debby

-----Original Message-----

From: Williams, Veronica
Sent: Wednesday, January 03, 2007 10:13 AM
To: Oliver, Deborah
Subject: FW: Invoice Payment for ED-06-PO-1784 (Glock)

-----Original Message-----

From: Lewis, Annette
Sent: Thursday, December 28, 2006 8:42 AM
To: Williams, Veronica
Subject: FW: Invoice Payment for ED-06-PO-1784 (Glock)

Veronica,

Would you please do this receipt for Brian Johnson's approval (BAJ) and send email as requested.

Thanks.

-----Original Message-----

From: Johnson, Brian
Sent: Friday, December 22, 2006 11:03 AM
To: Brown, Donchez
Cc: Randolph, Sharron; Lewis, Annette
Subject: Invoice Payment for ED-06-PO-1784 (Glock)

Donchez,

Please create a receipt for this invoice. The proper invoice received date should be 12/22/06.
Send me a email once it has been created.

Thanks!



HAPPY HOLIDAYS!!!!

Free Huggable Smileys!

CLICK HERE!



Brown, Donchez

From: Johnson, Brian
Sent: Friday, December 22, 2006 11:03 AM
To: Brown, Donchez
Cc: Randolph, Sharron; Lewis, Annette
Subject: Invoice Payment for ED-06-PO-1784 (Glock)

Donchez,

Please create a receipt for this invoice. The proper invoice received date should be 12/22/06. Send me a email once it has been created.

Thanks!



HAPPY HOLIDAYS!!!!

Free Huggable Smileys!

CLICK HERE!



GLOCK, Inc.

USA



GLOCK, Inc., Post Office Box 369
Smyrna, Georgia 30081 USA

Tel. (770) 432-1202
Fax (770) 433-8719

PERFECTION

US Dept of Education
Contracts & Acq Mgt, Group B
550 12th Street, SW, 7th Floor
Washington, DC
20202-4220

Customer : 30489
FFL No. : Law Enforcement Agency
Tax Number :
Del. Terms :
Del. Date : 10/06/2006
Forw. Agent: UPS Next Day Air Saver
Customer PO: PO #ED-06-PO-1784
Attn : Attn: (b) (6), (b) (7)(C)

Delivery Address:
US Education - Chicago
Office of Inspector General
111 North Canal St, Suite 940
Chicago, IL
60606

INVOICE

****COPY****

2ND REQUEST

Invoice No.	Date	Order Number	Contact	Page
SLS/ 319889	10/06/2006	224585	176	1

Pos No.	Deliv Qty.	Item Number Item Description	Price/Unit USD	Discount	Total Price
---------	------------	---------------------------------	-------------------	----------	-------------

** INCLUDE PO NUMBER ON ALL PACKAGES: ED-06-PO-1784 **

REFERENCE CONTRACT NUMBER: USCP3-8571-C-0183

PISTOLS COME EQUIPPED WITH 6 MAGAZINES

US EDUCATION Contract No.: ED-06-PO-1784

US EDUCATION Req/Ref No.: EDOOIG-06-000078

FOB: Destination

Send payment to the attention of:

(b) (6)

Notify the following individual in
event of defective invoice:

(b) (6)

ORDER FOR SUPPLIES OR SERVICES						PAGE 1	OF 5	PAGES
IMPORTANT: Mark all packages and papers with contract and/or order numbers.								
1. DATE OF ORDER SEP 22, 2006		2. CONTRACT NO. (If any) ED-06-PO-1784		6. SHIP TO: EDOIGC				
3. ORDER NO.		4. REQUISITION/REFERENCE NO. EDOOIG-06-000078		a. NAME OF CONSIGNEE Ult Dest: EDOIGC				
5. ISSUING OFFICE (Address correspondence to) CPOB US Department of Education, Contracts & Acq Mgt/Group B, 550 12th St SW - 7th Floor Washington, DC, 20202-4240, USA				b. STREET ADDRESS 111 North Canal St - Suite 940				
7. TO: 00014409 TIN: 581652822				c. CITY Chicago		d. STATE IL	e. ZIP CODE 60606	
a. NAME OF CONTRACTOR DUNS: 148099450 GLOCK, INC				f. SHIP VIA				
b. COMPANY NAME				8. TYPE OF ORDER				
c. STREET ADDRESS 6000 HIGHLANDS PKWY SE				<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.				
d. CITY SMYRNA		e. STATE GA	f. ZIP CODE 300827204		<input type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.			
9. ACCOUNTING AND APPROPRIATION DATA See Schedule Obligated Amount \$1,600.00				10. REQUISITIONING OFFICE OOIG				
11. BUSINESS CLASSIFICATION (Check appropriate box(es))						12. F.O.B. POINT Destination		
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS								
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS		
a. INSPECTION see block 6		b. ACCEPTANCE see block 6		OCT 22, 2006		0% 0 Days Net 30		
17. SCHEDULE (See reverse for Rejections)								
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)		
	See Continuation Page For Line Item Details							
18. SHIPPING POINT						19. GROSS SHIPPING WEIGHT		20. INVOICE NO.
21. MAIL INVOICE TO: CPOB								
a. NAME Contracts & Acquisitions Mgt, Group B								\$1600
b. STREET ADDRESS (or P.O. Box) Contracts & Acq Mgt/Group B, 550 12th St SW - 7th Floor								
c. CITY Washington						d. STATE DC	e. ZIP CODE 20202-4240	\$1600
22. UNITED STATES OF AMERICA BY (Signature) (b) (6)						23. NAME (Typed) Pamela W. Bone (202) 245-6181		
TITLE: CONTRACTING/ORDERING OFFICER								

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 3/2005)
Prescribed by GSA/FAR 48 CFR 53.213(e)

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 5 PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

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a. NAME OF CONTRACTOR DUNS: 148099450 GLOCK, INC		c. CITY Chicago		d. STATE IL	e. ZIP CODE 60606
b. COMPANY NAME		f. SHIP VIA		8. TYPE OF ORDER	
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9. ACCOUNTING AND APPROPRIATION DATA See Schedule Obligated Amount: \$1,600.00					

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) OCT 22, 2006	16. DISCOUNT TERMS 0% 0 Days Net 30	
a. INSPECTION see block 6	b. ACCEPTANCE see block 6				

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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	See Continuation Page For Line Item Details					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
	21. MAIL INVOICE TO: CPOB					
	a. NAME Contracts & Acquisitions Mgt, Group B					
	b. STREET ADDRESS (or P.O. Box) Contracts & Acq Mgt/Group B, 550 12th St SW - 7th Floor					
c. CITY Washington		d. STATE DC	e. ZIP CODE 20202-4240		\$1600	17(h) TOT. (Cont. pages)

22. UNITED STATES OF AMERICA BY (Signature)

Pamela W. Bone

23. NAME (Typed)

Pamela W. Bone (202) 245-6181

TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 3/2005)
Prescribed by GSA/FAR 48 CFR 53.213(e)

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
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Receipt Transaction Summary (EDC)



Transaction Type	Amount	Unit	Date	Item	Rev	Destination	Receipt
Receive	5	EACH	19-OCT-20			Receiving	ED06P017

Order Type **Purchase Order**
 Source **GLOCK, INC(00014409)**
 Description **GLOCK MODEL 22 .40 S&W CALIBER**
 Destination **---**
 Header Receiver Note
 Shipment Receiver Note

Order **ED06P01784**
 Transaction Date **19-OCT-2006 13:50**
 Hazard
 UN Number
 Routing **Inspection Required**

Header

Date 10/24/06

ROUTING AND TRANSMITTAL SLIP

TO: (Name, office symbol, room number, building, Agency/Post)				Initials	Date
1. Debbie					
2. Sharron /Deborah (route receipt to BAJ)				SMR	10/26/2006
3. Donche'z					
4.					
5.					
6.					
7.					
x	Action		File	Note and Return	
	Approval		For Clearance	Per Conversation	
	As Requested		For Correction	Prepare Reply	
	Circulate		For Your Information	See Me	
	Comment		Investigate	Signature	
	Coordination		Justify	For Certification	

REMARKS

Debbie,
Please review the enclosed invoice for items received, than initial and date both memo and invoice.

Thanks

Date 10/19/06

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, & similar actions

FROM: (Name, org. symbol, Agency/Post)

Donche'z Brown

Room No. - Bldg.

Phone No.

77-7009

Brown, Donchez

From: Oliver, Deborah
Sent: Tuesday, October 24, 2006 10:11 AM
To: Brown, Donchez
Cc: Johnson, Brian
Subject: RE: Glock invoices and awards.

Yes. Thank you very much.

-----Original Message-----

From: Brown, Donchez
Sent: Tuesday, October 24, 2006 9:03 AM
To: Oliver, Deborah
Cc: Johnson, Brian
Subject: FW: Glock invoices and awards.
Importance: High

Have you received everything for these awards?

-----Original Message-----

From: Johnson, Brian
Sent: Monday, October 23, 2006 12:48 PM
To: Oliver, Deborah
Cc: Brown, Donchez
Subject: Glock invoices and awards.
Importance: High

Deb,

Here is the information you requested.

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
0001	<p>Accounting and Appropriation Data: 1400A2006.A.2006.EFD6I000.647.3103F.000.000.0000.000000 Cost Applied: \$1,600.00</p> <p>PLEASE REFERENCE U.S. CAPITOL POLICE CONTRACT NUMBER: USCPS3-8571-C-0183 FOR USE WITH THIS PURCHASE ORDER AT THE CONTRACT PRICE OF \$320 PER WEAPON.</p> <p>GLOCK, INC. CONTACT: (b) (6) GLOCK, INC. 6000 HIGHLAND PARKWAY SMYRNA, GA 30082-5194 (770) 432-1202</p> <p>SHIP TO: (b) (6), (b) (7)(C) SPECIAL AGENT, AT THE SHIPPING ADDRESS PROVIDED ON THIS PURCHASE ORDER</p> <p>GLOCK MODEL 22 .40 S&W CALIBER PISTOLS EACH PISTOL PURCHASED INCLUDES THE STANDARD 5.5 POUND TRIGGER PULL, SIX (6) MAGAZINES AND TRIJICON NIGHT SITES *price includes 10% federal excise tax</p>	5.00	EA	320.00	1,600.00

Date 10/24/06

ROUTING AND TRANSMITTAL SLIP

TO: (Name, office symbol, room number, building, Agency/Post)				Initials	Date
1. Dave					
2. Sharron /Deborah (route receipt to BAJ)				SMR	10/20/2006
3. Donche'z					
4.					
5.					
6.					
7.					
x	Action		File	Note and Return	
	Approval		For Clearance	Per Conversation	
	As Requested		For Correction	Prepare Reply	
	Circulate		For Your Information	See Me	
	Comment		Investigate	Signature	
	Coordination		Justify	For Certification	

REMARKS

Dave,
Please review the enclosed invoice for items received, than initial and date both memo and invoice.

Thanks

10/19/06

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FROM: (Name, org. symbol, Agency/Post)

Donche'z Brown

Room No. - Bldg.

Phone No.

77-7009

GLOCK, Inc.

USA



GLOCK, Inc., Post Office Box 369
Smyrna, Georgia 30081 USA

Tel. (770) 432-1202
Fax (770) 433-8719

US Dept of Education
Contracts & Acq Mgt, Group B
550 12th Street, SW, 7th Floor
Washington, DC
20202-4220

Customer : 30489
FFL No. : Law Enforcement Agency
Tax Number :
Del. Terms : CIF destination
Del. Date : 10/11/2006
Forw. Agent: UPS Next Day Air Saver
Customer PO: PO #ED-06-PO-1857
Attn : S/A (b) (6), (b) (7)(C)

INVOICE

Delivery Address:
US Education - Chicago
Office of Inspector General
111 North Canal St, Suite 940
Chicago, IL
60606

Invoice No.				Date	Order Number	Contact	Page
SLS/ 320799				10/11/2006	224602	176	1
Pos	Deliv	Item Number		Price/Unit		Discount	Total Price
No.	Qty.	Item Description		USD			

** INCLUDE PO NUMBER ON ALL PACKAGES: ED-06-PO-1857 **

REFERENCE CONTRACT NUMBER: USCP3-8571-C-0183

PISTOLS COME EQUIPPED WITH 6 MAGAZINES

US EDUCATION Contract No.: ED-06-PO-1857
US EDUCATION Req/Ref No.: EDOOIG-06-000095

FOB: Destination

Send payment to the attention of:

(b) (6)

Notify the following individual in
event of defective invoice:

(b) (6)

ED06PO18570001

FFL#: 1-58-067-08-6M-21808
FEDERAL TAX PAYER ID#: 58-1652822
GA STATE SALES TAX#:033-24-33264-2

emiled to Dasher Brown
on 10/19/06

Carry Forward:

0.00

Receipt Transaction Summary (EDC)




Transaction Type	Amount	Unit	Date	Item	Rev	Destination	Receipt
Receive	5	EACH	19-OCT-20			Receiving	ED06P018

Order Type **Purchase Order**
 Source **GLOCK, INC(00014409)**
 Description **GLOCK MODEL 22 .40 S&W CALIBER**
 Destination **---**
 Header Receiver Note
 Shipment Receiver Note

Order **ED06P01857**
 Transaction Date **19-OCT-2006 13:55**
 Hazard
 UN Number
 Routing **Inspection Required**

Header

ORDER FOR SUPPLIES OR SERVICES						PAGE 1 OF 5 PAGES
IMPORTANT: Mark all packages and papers with contract and/or order numbers.						
1. DATE OF ORDER SEP 27, 2006		2. CONTRACT NO. (if any) ED-06-PO-1857		6. SHIP TO: EDOIGC		
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a. NAME OF CONTRACTOR DUNS: 148099450 GLOCK, INC				f. SHIP VIA		
b. COMPANY NAME				8. TYPE OF ORDER		
c. STREET ADDRESS 6000 HIGHLANDS PKWY SE				<input checked="" type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination		
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS						
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS
a. INSPECTION see block 6	b. ACCEPTANCE see block 6			OCT 27, 2006		0% 0 Days Net 30
17. SCHEDULE (See reverse for Rejections)						
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	See Continuation Page For Line Item Details					
18. SHIPPING POINT				19. GROSS SHIPPING WEIGHT		20. INVOICE NO.
21. MAIL INVOICE TO: CPOB						
a. NAME Contracts & Acquisitions Mgt, Group B						\$1600
b. STREET ADDRESS (or P.O. Box) Contracts & Acq Mgt/Group B, 550 12th St SW - 7th Floor						
c. CITY Washington				d. STATE DC	e. ZIP CODE 20202-4240	\$1600
22. UNITED STATES OF AMERICA BY (Signature) 				23. NAME (Typed) Pamela W. Bone (202) 245-6181		
				TITLE: CONTRACTING/ORDERING OFFICER		
						17(h) TOT. (Cont. pages)
						17(i) GRAND TOTAL

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 3/2006)
Prescribed by GSA/FAR 48 CFR 53.213(e)

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
0001	<p>Accounting and Appropriation Data: 1400A2006.A.2006.EFD6I000.647.3103F.000.000.0000.000000 Cost Applied: \$1,600.00</p> <p>PLEASE REFERENCE U.S. CAPITOL POLICE CONTRACT NUMBER: USCPS3-8571-C-0183 FOR USE WITH THIS PURCHASE ORDER AT THE CONTRACT PRICE OF \$320 PER WEAPON.</p> <p>GLOCK, INC. CONTACT: (b) (6) GLOCK, INC. 6000 HIGHLAND PARKWAY SMYRNA, GA 30082-5194 (770) 432-1202</p> <p>SHIP TO: (b) (6), (b) (7)(C) SPECIAL AGENT, AT THE SHIPPING ADDRESS PROVIDED ON THIS PURCHASE ORDER</p> <p>GLOCK MODEL 22 .40 S&W CALIBER PISTOLS EACH PISTOL PURCHASED INCLUDES THE STANDARD 5.5 POUND TRIGGER PULL, SIX (6) MAGAZINES AND TRIJICON NIGHT SITES "price includes 10% federal excise tax</p>	5.00	EA	320.00	1,600.00

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I. 1	52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (SEP 2005).....	5
I. 2	52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003).....	5
I. 3	52.222-26 EQUAL OPPORTUNITY (APR 2002).....	5
I. 4	52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)...	5
I. 5	52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR 1984).....	5
I. 6	52.225-1 BUY AMERICAN ACT--SUPPLIES (JUN 2003).....	5

**SECTION I
CONTRACT CLAUSES**

I. 1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (SEP 2005)

(Reference 52.212-4)

I. 2 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(Reference 52.219-6)

I. 3 52.222-26 EQUAL OPPORTUNITY (APR 2002)

(Reference 52.222-26)

I. 4 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(Reference 52.232-33)

I. 5 52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR 1984)

(Reference 52.247-35)

I. 6 52.225-1 BUY AMERICAN ACT--SUPPLIES (JUN 2003)

(Reference 52.225-1)

REQUISITION FOR SUPPLIES/SERVICE

REQ. DATE PAGE OF
SEP 26, 2006 1 2

1. REQUISITION NO. EDOOIG-06-000095	2. PRIORITY	3. AMOUNT 1,600.00	4. DELIVERY DATE	5. FUNDS AVAILABLE <input checked="" type="checkbox"/> Funds Available <input type="checkbox"/> SAF
6. CONTACT (Name and Phone) Deborah A. Oliver (214) 661-9524		7. AUTHORIZED BY THOMAS SIPES, AIG		8. CONTRACT/DC NO.

9. PURCHASE FOR
U.S. Department of E
111 North Canal St -
Chicago IL 60606

12. PROJECT
13. FSC
1095

15a. DELIVER TO
See Schedule

00014409

15b. SUPPLEMENTAL

18. PURPOSE
NEW DUTY WEAP

Submitte L to CAM

9/26/06

PO# ED-06-PO-1857

ITEM OR FORM NO. (19)	DESCRIPTION (20)	QUANTITY (21)	UNIT (22)	UNIT PRICE (23)	AMOUNT (24)
	Please See Continuation Page for Line Item Details				

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>PLEASE REFERENCE U.S. CAPITOL POLICE CONTRACT NUMBER: USCP53-8571-C-0183 FOR USE WITH THIS PURCHASE ORDER AT THE CONTRACT PRICE OF \$320 PER WEAPON.</p> <p>GLOCK, INC. CONTACT: (b) (6) GLOCK, INC. 6000 HIGHLAND PARKWAY SMYRNA, GA 30082-5194 (770) 432-1202</p> <p>SHIP TO: (b) (6), (b) (7)(C) SPECIAL AGENT, AT THE SHIPPING ADDRESS PROVIDED ON THIS PURCHASE ORDER</p> <p>GLOCK MODEL 22 .40 S&W CALIBER PISTOLS EACH PISTOL PURCHASED INCLUDES THE STANDARD 5.5 POUND TRIGGER PULL, SIX (6) MAGAZINES AND TRIJICON NIGHT SITES "price includes 10% federal excise tax</p> <p>Accounting and Appropriation Data: 1400A2006.A.2006.EFD61000.647.3103F.000.000.0000.000000 \$1,600.00</p> <p>SHIP TO: U.S. Department of Education 111 North Canal St - Suite 940 Chicago IL 60606 FOB : Destination</p>	5.00	EA	320.00	1600.00

Oliver, Deborah

From: (b) (6), (b) (7)(C)
Sent: Monday, October 16, 2006 11:30 AM
To: Oliver, Deborah
Subject: 2nd Glock shipment

Debby:

I received the second shipment of 5 Glock 22's. That completes our order of 10. I will mail you the packing list today.
Thanks again.

(b) (6), (b) (7)(C)

GLOCK, Inc.

USA



GLOCK, Inc., Post Office Box 369
Smyrna, Georgia 30081 USA

Tel. (770) 432-1202
Fax (770) 433-8719

US Dept of Education
Contracts & Acq Mgt, Group B
550 12th Street, SW, 7th Floor
Washington, DC
20202-4220

Customer : 30489
FFL No. : Law Enforcement Agency
Tax Number :
Del. Terms : CIF destination
Del. Date : 10/11/2006
Forw. Agent: UPS Next Day Air Saver
Customer PO: PO #ED-06-PO-1857
Attn : S/A (b) (6), (b) (7)(C)

INVOICE

Delivery Address:
US Education - Chicago
Office of Inspector General
111 North Canal St, Suite 940
Chicago, IL
60606

Invoice No.	Date	Order Number	Contact	Page
SLS/ 320799	10/11/2006	224602	176	1

Pos No.	Deliv Qty.	Item Number Item Description	Price/Unit USD	Discount	Total Price
---------	------------	---------------------------------	-------------------	----------	-------------

** INCLUDE PO NUMBER ON ALL PACKAGES: ED-06-PO-1857 **

REFERENCE CONTRACT NUMBER: USCP3-8571-C-0183

PISTOLS COME EQUIPPED WITH 6 MAGAZINES

US EDUCATION Contract No.: ED-06-PO-1857
US EDUCATION Req/Ref No.: EDOOIG-06-000095

FOB: Destination

Send payment to the attention of:

(b) (6)

Notify the following individual in
event of defective invoice:

(b) (6)

FFL#: 1-58-067-08-6M-21808
FEDERAL TAX PAYER ID#: 58-1652822
GA STATE SALES TAX#:033-24-33264-2

*emiled to Dasher Brown
on 10/19/06*

Carry Forward:

0.00



GLOCK, Inc.

USA

Invoice No.	Date	Order Number	Contact	Page
SLS/ 320799	10/11/2006	224602	176	2

Pos No.	Deliv Qty.	Item Number Item Description	Price/Unit USD	Discount	Total Price
---------	------------	---------------------------------	-------------------	----------	-------------

Carry Forward:	0.00
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5	5	PN2250602	320.00/pc		1,600.00
		Serial Numbers KMF742 - KMF746 GLOCK 22 .40 US TNS 5lb LE			

10	15	MF22115		f.o.c.	
		Mag G22 15rd			

Goods	FAET	Total USD
1,600.00	Paid	1,600.00

Payment : Net 30 Days

Should there be any discrepancies with your order, please contact customer service immediately.



GLOCK, Inc.

USA

Packing List

US Education - Chicago
Office of Inspector General
111 North Canal St, Suite 940
Chicago, IL
60606

United States of America

Shipment : 270202
Frw Agent : UPS Next Day Air Saver
Customer : 30489
Customer PO# : PO #ED-06-PO-1857
Order Date : 10/05/2006
Contact :
Phone : (770) 432-1202
Fax : (770) 433-8719

S/A (b) (6), (b) (7)(C)

** INCLUDE PO NUMBER ON ALL PACKAGES: ED-06-PO-1857 **

REFERENCE CONTRACT NUMBER: USCP3-8571-C-0183

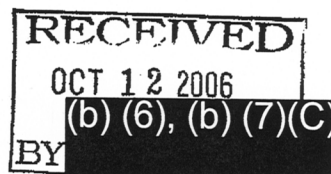
PISTOLS COME EQUIPPED WITH 6 MAGAZINES

US EDUCATION Contract No.: ED-06-PO-1857
US EDUCATION Req/Ref No.: EDOOIG-06-000095

FOB: Destination

Send payment to the attention of:

(b) (6)



Notify the following individual in
event of defective invoice:

(b) (6)

Page: 1

Pack.	DL	Order	Pos.	Item Serialnumbers	Description	Quantity
1	0	224602	5	PN2250602 KMF742	GLOCK 22 .40 US TNS 5lb LE - KMF746	5.00
1	0	224602	10	MF22115	Mag G22 15rd	15.00

Should there be any discrepancies with your order, please contact customer service immediately.



GLOCK, Inc.

USA

Packing List

US Education - Chicago
Office of Inspector General
111 North Canal St, Suite 940
Chicago, IL
60606

United States of America

Shipment : 270202
Frw Agent : UPS Next Day Air Saver
Customer : 30489
Customer PO# : PO #ED-06-PO-1857
Order Date : 10/05/2006
Contact :
Phone : (770) 432-1202
Fax : (770) 433-8719

s/A (b) (6), (b) (7)(C)

** INCLUDE PO NUMBER ON ALL PACKAGES: ED-06-PO-1857 **

REFERENCE CONTRACT NUMBER: USCP3-8571-C-0183

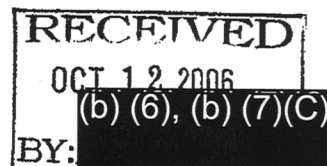
PISTOLS COME EQUIPPED WITH 6 MAGAZINES

US EDUCATION Contract No.: ED-06-PO-1857
US EDUCATION Req/Ref No.: EDOOIG-06-000095

FOB: Destination

Send payment to the attention of:

(b) (6)



Notify the following individual in
event of defective invoice:

(b) (6)

Page: 1

Pack.	DL	Order	Pos.	Item Serialnumbers	Description	Quantity
1	0	224602	5	PN2250602 KMF742	GLOCK 22 .40 US TNS 5lb LE - KMF746	5.00
1	0	224602	10	MF22115	Mag G22 15rd	15.00

Should there be any discrepancies with your order, please contact customer service immediately.

Glock

\$1600.00

ie expandable baton.
d foam training batons.
ie regional offices,
ning batons as the
batons during drills,
ning, taking time away
s have proven to be

non responsive



Atlanta Request for External CD/DVD drives

Cost – Unknown

Frank Askins would probably need to take the lead on this as it falls under his area.

non responsive



Additional Glock Model 22 pistols

In 2004 the OIG purchased 23 Glock Model 27 pistols and 12 Glock Model 22 pistols. At that time the OIG had 90 Glock Model 23 pistols (the only issued duty weapon) and 12 Glock Model 27 pistols (for undercover use only). In 2004 AIGI Sipes recommended that all three .40 caliber Glock Models, the 27 (small frame), 23 (medium frame) and 22 (large frame), be made available for agents to choose for duty carry because agents may shoot more accurately and efficiently with a gun size that is comfortable for them. This was proven to be true as many agents who shot with the Glock Model 23 improved their scores when using the Glock Models 27 or 22. All Glock Models 27 and 22 have been issued. Current unassigned inventory is 17 Glock Model 23

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
0001	<p>Accounting and Appropriation Data: 1400A2006.A.2008.EFD81000.847.3103F.000.000.0000.000000 Cost Applied: \$1,600.00</p> <p>PLEASE REFERENCE U.S. CAPITOL POLICE CONTRACT NUMBER: USCPS3-B571-C-0183 FOR USE WITH THIS PURCHASE ORDER AT THE CONTRACT PRICE OF \$320 PER WEAPON.</p> <p>GLOCK, INC. CONTACT: (b) (6) GLOCK, INC. 6000 HIGHLAND PARKWAY SMYRNA, GA 30082-5194 (770) 432-1202</p> <p>SHIP TO: (b) (6), (b) (7)(C) SPECIAL AGENT, AT THE SHIPPING ADDRESS PROVIDED ON THIS PURCHASE ORDER</p> <p>GLOCK MODEL 22 .40 S&W CALIBER PISTOLS EACH PISTOL PURCHASED INCLUDES THE STANDARD 5.5 POUND TRIGGER PULL, SIX (6) MAGAZINES AND TRIJICON NIGHT SITES "price includes 10% federal excise tax"</p>	5.00	EA	320.00	1,600.00

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I. 3	52.222-26 EQUAL OPPORTUNITY (APR 2002)	5
I. 4	52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	5
I. 5	52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR 1984)	5
I. 6	52.225-1 BUY AMERICAN ACT--SUPPLIES (JUN 2003)	5

**SECTION I
CONTRACT CLAUSES**

I. 1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (SEP 2005)

(Reference 52.212-4)

I. 2 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(Reference 52.219-6)

I. 3 52.222-26 EQUAL OPPORTUNITY (APR 2002)

(Reference 52.222-26)

I. 4 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(Reference 52.232-33)

I. 5 52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR 1984)

(Reference 52.247-35)

I. 6 52.225-1 BUY AMERICAN ACT--SUPPLIES (JUN 2003)

(Reference 52.225-1)

REQUISITION FOR SUPPLIES/SERVICE				REQ. DATE	PAGE	OF
				SEP 11, 2006	1	2
1. REQUISITION NO. EDOOIG-06-000078	2. PRIORITY	3. AMOUNT 1,600.00	4. DELIVERY DATE		5. FUNDS AVAILABLE	
					<input checked="" type="checkbox"/> Funds Available	SAF
6. CONTACT (Name and Phone) Deborah A. Oliver (214) 661-9524		7. AUTHORIZED BY THOMAS SIPES			8. CONTRACT/IDC NO.	
9. PURCHASE FOR U.S. Department of Education / OIG 1999 Bryan Street - Suite 2630 Dallas TX 75201-6817		10. DEPT EDOIGD	11. FUND	12. PROJECT	13. FSC 1095	
		14. ACCOUNTING AND APPROPRIATION DATA See Schedule				
15a. DELIVER TO See Schedule		16. FUND CERTIFYING OFFICIAL				
		17. VENDOR GLOCK, INC 6000 HIGHLANDS PKWY SE SMYRNA GA 300827204				
15b. SUPPLEMENTAL ADDRESS		00014409				
18. PURPOSE NEW DUTY WEAPONS						

ITEM OR FORM NO. (19)	DESCRIPTION (20)	QUANTITY (21)	UNIT (22)	UNIT PRICE (23)	AMOUNT (24)	
	Please See Continuation Page for Line Item Details					

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>PLEASE REFERENCE U.S. CAPITOL POLICE CONTRACT NUMBER: USCP3-8571-C-0183 FOR USE WITH THIS PURCHASE ORDER AT THE CONTRACT PRICE OF \$320 PER WEAPON.</p> <p>GLOCK, INC. CONTACT: (b) (6) GLOCK, INC. 6000 HIGHLAND PARKWAY SMYRNA, GA 30082-5194 (770) 432-1202</p> <p>SHIP TO: (b) (6), (b) (7)(C) SPECIAL AGENT, AT THE SHIPPING ADDRESS PROVIDED ON THIS PURCHASE ORDER</p> <p>GLOCK MODEL 22 .40 S&W CALIBER PISTOLS EACH PISTOL PURCHASED INCLUDES THE STANDARD 5.5 POUND TRIGGER PULL, SIX (6) MAGAZINES AND TRIJICON NIGHT SITES "price includes 10% federal excise tax"</p> <p>Accounting and Appropriation Data: 1400A2006.A.2006.EFD6I000.647.3103F.000.000.0000.000000 \$1,600.00</p> <p>SHIP TO: U.S. Department of Education 111 North Canal St - Suite 940 Chicago IL 60606 FOB : Destination</p>	5.00	EA	320.00	1600.00

Oliver, Deborah

From: (b) (6), (b) (7)(C)
Sent: Tuesday, October 10, 2006 1:22 PM
To: Oliver, Deborah
Subject: Glock 22 shipment

Debby:

I received 5 of the Glock 22's from Glock, Inc. today. I put the packing list in the mail to you.

(b) (6), (b) (7)(C)



GLOCK, Inc.

USA

Packing List

US Education - Chicago
Office of Inspector General
111 North Canal St, Suite 940
Chicago, IL
60606

United States of America

Shipment : 269034
Frw Agent : UPS Next Day Air Saver
Customer : 30489
Customer PO# : PO #ED-06-PO-1784
Order Date : 10/04/2006
Contact :
Phone : (770) 432-1202
Fax : (770) 433-8719

Attn: (b) (6), (b) (7)(C)

** INCLUDE PO NUMBER ON ALL PACKAGES: ED-06-PO-1784 **

REFERENCE CONTRACT NUMBER: USCP3-8571-C-0183

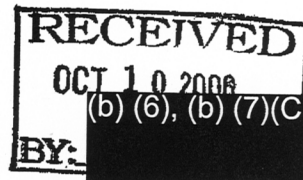
PISTOLS COME EQUIPPED WITH 6 MAGAZINES

US EDUCATION Contract No.: ED-06-PO-1784
US EDUCATION Req/Ref No.: EDOOIG-06-000078

FOB: Destination

Send payment to the attention of:

(b) (6)



Notify the following individual in
event of defective invoice:

(b) (6)

Page: 1

Pack.	DL	Order	Pos.	Item Serialnumbers	Description	Quantity
1	0	224585	5	PN2250602 KME560	GLOCK 22 .40 US TNS 5lb LE - KME564	5.00
1	0	224585	10	MF22115	Mag G22 15rd	15.00

Should there be any discrepancies with your order, please contact customer service immediately.

GLOCK, Inc.

USA

**PERFECTION**

GLOCK, Inc., Post Office Box 369
Smyrna, Georgia 30081 USA

Tel. (770) 432-1202
Fax (770) 433-8719

US Dept of Education
Contracts & Acq Mgt, Group B
550 12th Street, SW, 7th Floor
Washington, DC
20202-4220

Customer : 30489
FFL No. : Law Enforcement Agency
Tax Number :
Del. Terms :
Del. Date : 10/06/2006
Forw. Agent: UPS Next Day Air Saver
Customer PO: PO #ED-06-PO-1784
Attn : Attn: (b) (6), (b) (7)(C)

INVOICE

Delivery Address:
US Education - Chicago
Office of Inspector General
111 North Canal St, Suite 940
Chicago, IL
60606

Invoice No.	Date	Order Number	Contact	Page
SLS/ 319889	10/06/2006	224585	176	1

Pos	Deliv	Item Number	Price/Unit	Discount	Total Price
No.	Qty.	Item Description	USD		

** INCLUDE PO NUMBER ON ALL PACKAGES: ED-06-PO-1784 **

REFERENCE CONTRACT NUMBER: USCP3-8571-C-0183

PISTOLS COME EQUIPPED WITH 6 MAGAZINES

US EDUCATION Contract No.: ED-06-PO-1784
US EDUCATION Req/Ref No.: EDOOIG-06-000078

FOB: Destination

Send payment to the attention of:

(b) (6)

Notify the following individual in
event of defective invoice:

(b) (6)

*Emailed to Dave her Brash
on 10/19/06*

FFL#: 1-58-067-08-6M-21808
FEDERAL TAX PAYER ID#: 58-1652822
GA STATE SALES TAX#:033-24-33264-2

Carry Forward:

0.00



GLOCK, Inc.

USA

Invoice No.	Date	Order Number	Contact	Page
SLS/ 319889	10/06/2006	224585	176	2

Pos No.	Deliv Qty.	Item Number Item Description	Price/Unit USD	Discount	Total Price
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Carry Forward: 0.00

5 5 PN2250602 320.00/pc 1,600.00

Serial Numbers

KME560

- KME564

GLOCK 22 .40 US TNS 5lb LE

10 15 MF22115 f.o.c.
Mag G22 15rd

Goods	FAET	Total USD
1,600.00	Paid	1,600.00

Payment : Net 30 Days

Should there be any discrepancies with your order, please contact customer service immediately.

GLOCK, Inc.

USA

**PERFECTION**

GLOCK, Inc., Post Office Box 369
Smyrna, Georgia 30081 USA

Tel. (770) 432-1202
Fax (770) 433-8719

US Dept of Education
Contracts & Acq Mgt, Group B
550 12th Street, SW, 7th Floor
Washington, DC
20202-4220

Customer : 30489
FFL No. : Law Enforcement Agency
Tax Number :
Del. Terms :
Del. Date : 10/06/2006
Forw. Agent: UPS Next Day Air Saver
Customer PO: PO #ED-06-PO-1784
Attn : Attn: (b) (6), (b) (7)(C)

Delivery Address:
US Education - Chicago
Office of Inspector General
111 North Canal St, Suite 940
Chicago, IL
60606

INVOICE

Invoice No.	Date	Order Number	Contact	Page
SLS/ 319889	10/06/2006	224585	176	1

Pos	Deliv	Item Number	Price/Unit	Discount	Total Price
No.	Qty.	Item Description	USD		

** INCLUDE PO NUMBER ON ALL PACKAGES: ED-06-PO-1784 **

REFERENCE CONTRACT NUMBER: USCP3-8571-C-0183

PISTOLS COME EQUIPPED WITH 6 MAGAZINES

US EDUCATION Contract No.: ED-06-PO-1784
US EDUCATION Req/Ref No.: EDOOIG-06-000078

FOB: Destination

Send payment to the attention of:

(b) (6)

Notify the following individual in
event of defective invoice:

(b) (6)

GLOCK 22

From Wikipedia, the free encyclopedia

The **GLOCK 22** is a pistol manufactured by GLOCK. It is a GLOCK 17 modified to fire the .40 S&W ammunition. It uses a modified slide, frame, .40 S&W barrel and magazine but is otherwise near identical in looks to the GLOCK 17. It has a 15 round magazine capacity.



GLOCK 22 with a few modifications



GLOCK 22 in the new Olive Drab finish (with magazine)

The GLOCK 22 has undergone 3 major revisions since its introduction in 1990 and current models are called 3rd generation Glock 22s.

The difference between the GLOCK 22 and the **GLOCK 22C** is that the barrel and slide are ported on the C model to reduce muzzle climb while shooting the pistol.

Like most GLOCK guns, the name is often referred to as a "Glock" and not as "GLOCK". According to GLOCK—the company that manufactures the gun—this is incorrect. GLOCK refers to all its guns with all uppercase letters.

The GLOCK 22 is one of the most popular sports and law enforcement pistols in the United States.

Contents

- 1 Police Forces
 - 1.1 United Kingdom
 - 1.2 United States
 - 1.3 Australia
 - 1.4 Canada
- 2 Technical data
- 3 See also
- 4 External links

Police Forces

The GLOCK 22 is the standard side arm for many police forces worldwide.

United Kingdom

- CO19 Central Operations Specialist Firearms Command

United States

- Federal Bureau of Investigation Special Agents
- United States Marshals Service Deputy Marshals
- Utah Highway Patrol State Troopers
- South Carolina Highway Patrol State Troopers
- Horry County (SC) Police Department Police Department
- Richland County (SC) Sheriff's Department Deputy Sheriffs
- Los Angeles Police Department Police Department

Australia

- New South Wales Police
- Queensland Police - Used by uniformed officers. Plain clothes officers use the GLOCK 23.
- Northern Territory Police
- Western Australian Police
- Tasmania Police
- Australian Federal Police

Canada

- Toronto Police Service

Technical data

- **Caliber:** .40 S&W
- **Action:** Safe Action (constant double action mode)
- **Dimensions:**
 - **Length:** 186 mm / 7.32 in
 - **Height, w/magazine:** 138 mm / 5.43 in
 - **Width:** 30.0 mm / 1.18 in
 - **Barrel length:** 114 mm / 4.49 in
 - **Sight radius:** 165 mm / 6.49 in
- **Rifling:** Hexagonal profile with right-hand twist of one turn in 250 mm / 9.84 in
- **Weight, w/o magazine:** 650 g / 22.92 oz
- **Empty magazine weight:** 78 g / 2.76 oz
- **Full magazine weight:** ~325 g / ~11.46 oz
- **Magazine capacity:** 15 rounds
- **Standard trigger pull:** ~2.5 kg / ~5.5 lbs
- **Trigger pull length:** 12.5 mm / 0.5 in

See also

- GLOCK 17, the same gun chambered for 9 mm Luger.
- GLOCK 31, the same gun chambered for .357 SIG.

External links

- Glock's page on the GLOCK 22 (<http://www.glock.com/g22.htm>)

GLOCK pistols												
17		17L		18		19		20		21		22
23		24		25		26		27		28		29
30		31		32		33		34		35		36
37		38		39								

Retrieved from "http://en.wikipedia.org/wiki/GLOCK_22"

Category: GLOCK pistols

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SUPPLEMENTAL INVOICING INFORMATION

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of \$ _____. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided; contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed \$10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected, ☐ accepted, ☐ received by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

SHIPMENT NUMBER	PARTIAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
	FINAL				
TOTAL CONTAINERS		GROSS WEIGHT	RECEIVED AT	TITLE	

REPORT OF REJECTIONS

[illegible]

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0001	<p>PLEASE REFERENCE U.S. CAPITOL POLICE CONTRACT NUMBER TSB20070001</p> <p>A COPY OF THE LETTER I'M EMAILING PAMELA BONES WITH THE ORIGINAL SIGNED PURCHASE ORDER SHOULD BE MAILED TO (b) (6) (b) (6) LAW ENFORCEMENT SALES AT GLOCK, INC. DIRECT LINE: (b) (6) EMAIL: (b) (6) @glock.us</p> <p>MODEL: GLOCK 17R QUANTITY: 16 SIGHTS: FIXED TRIGGER: 5 LB MAGAZINES: 3 EACH PRICE: \$400 EACH</p> <p>These firearms are being purchased by the Agency for law enforcement use only by sworn law enforcement officers and not for resale.</p> <p>Accounting and Appropriation Data: 1400A2008.A.2008.EFD51000.647.3103F.000.000.0000.000000 \$6,400.00 SHIP TO: U.S. Department of Education Office of Inspector General 500 West Madison Street - Suite 1414 Chicago IL 60661 FOB : Destination</p>	16.00	EA	400.00	6,400.00

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. 2 PurchOrder TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (DEC 2003).....5

SECTION

. 1 307-17 CONFLICT OF INTEREST (AUG 2007)

(A) The contractor, subcontractor, employee or consultant, has certified that, to the best of their knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest), (or apparent conflict of interest) for the organization or any of its staff, and that the contractor, subcontractor, employee or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee or consultant). Conflicts may arise in the following situations:

1. Unequal access to information - a potential contractor, subcontractor, employee or consultant has access to non-public information through its performance on a government contract.
2. Biased ground rules - a potential contractor, subcontractor, employee or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract,
3. Impaired objectivity - a potential contractor, subcontractor, employee or consultant, or member of their immediate family (spouse, parent or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.
"Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:
 - financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;
 - significant connections to teaching methodologies that might require or encourage the use of specific products, property or services; or
 - significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property or services.Offerors must provide the disclosure described above on any actual or potential conflict (or apparent conflict of interest) of interest regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.
In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict (or apparent conflict of interest), including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.
(B) The contractor, subcontractor, employee or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).
(C) Remedies - The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict (or apparent conflict of interest) after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of Title 18, U.S. Code, Section 1001 and fines of up to \$5000 for violation of Title 31, U.S. Code, Section 3802. Further remedies include suspension or debarment from contracting with the federal government. The Contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.
(D) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the Contracting Officer.
(E) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (E).

. 2 PurchaseOrder TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (DEC 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

- (1) The clauses listed below implement provisions of law or Executive order:
 - (i) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
 - (ii) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) Listed below are additional FAR clauses that apply:

- (i) 52.204-7, Central Contractor Registration (OCT 2003).
- (ii) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2003).
- (iii) 52.232-1, Payments (APR 1984) (Not Applicable for Personal Services Contracts.)
- (iv) 52.232-8, Discounts for Prompt Payment (FEB 2002).
- (v) 52.232-11, Extras (APR 1984).
- (vi) 52.232-25, Prompt Payment (FEB 2002).
- (vii) 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration (OCT 2003).
- (viii) 52.233-1 Alternate I, Disputes (DEC 1991).
- (ix) 52.244-6, Subcontracts for Commercial Items and Commercial (APR 2003)
- (x) 52.253-1, Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States.)
- (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246) (Applies to contracts over \$10,000.)
- (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$10,000.)
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000.)
- (v) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$10,000.)
- (vi) 52.222-41, Service Contract Act of 1965, As Amended (MAY 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500.)
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (AUG 2003) (E.O. 12856) (Applies to services performed on Federal facilities.)
- (viii) 52.225-1, Buy American Act--Supplies (JUN 2003) (41 U.S.C. 10) (Applies to supplies, and to services involving the furnishing of supplies, if the contract was-- (A) Under \$25,000; or (B) Set aside for small business concerns, regardless of dollar value.)

(2) Listed below are additional clauses that may apply:

- (i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000.)
- (ii) 52.213-2, Invoices (APR 1984) (Applicable when advance payments are authorized for subscriptions and other pubs.)
- (iii) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (If applicable, rates shown in text of order.)
- (iv) 52.223-6, Drug-Free Workplace (MAY 2001) (Applicable to orders with individuals.)
- (v) 52.227-19, Commercial Computer Software-Restricted Rights (JUN 1987) (Applicable to orders for commercial software.)
- (vi) 52.232-23, Assignment of Claims (JAN 1986) (May be applicable to orders over \$1,000.)
- (vii) 52.232-3, Payments Under Personal Services Contracts (APR 1984) (Applicable to personal services contracts.)
- (viii) 52.243-1, Changes-Fixed Price (AUG 1987), Alt II (APR 1984) (Applicable if the order is for services and supplies will be furnished.)
- (ix) 52.246-1, Contractor Inspection Requirements (Applicable unless otherwise waived by the Contracting Officer.) (APR 1984)
- (x) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin.)
- (xi) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination.)
- (xii) 52.249-5, Termination for Convenience of the Government (SEPT 1996) (Applicable to orders with Educational and Other Non-Profit Institutions.)
- (xiii) 52.249-8, Default (Fixed-Price Supply and Service) (APR 1984)
- (xiv) 52.249-9, Default (Fixed-Price Research and Development) (APR 1984)

The following clauses are applicable if the order is for supplies:

- (xv) 52.211-16, Variation In Quantity (APR 1984) (Variations, if any, will be stated in the text of the order.)
- (xvi) 52.211-17, Delivery of Excess Quantities (SEPT 1989)
- (xvii) 52.243-1, Changes-Fixed Price (AUG 1987)
- (xviii) 52.246-2, Inspection of Supplies - Fixed Price (AUG 1996)
- (xix) 52.249-1, Termination for Convenience of the Government (Fixed Price) (Short Form) (APR 1984)

The following clauses are applicable if the order is for services:

(xx) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (FEB 2002)
(Applicable to orders over \$2,500 for services subject to the Act)
(xxi) 52.243-1, Changes-Fixed Price (AUG 1987), Alt. I (APR 1984)
(xxii) 52.246-4, Inspection of Services - Fixed Price (AUG 1996)
(xxiii) 52.249-4, Termination for Convenience of the Government (Services) (Short Form) (FEB 1998)

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were taken in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far>.

(d) Prohibition Of Discrimination Against Individuals With Disabilities
The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 including Section 302, which provides that:

"No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation."

Failure to comply with the Americans with Disabilities Act of 1990, as amended, shall be considered a failure to comply with the terms of this contract. The Contractor shall also assure that any meeting, conference, or seminar held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities pursuant to section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Sections 504 of the Americans with Disabilities Act (1990), and any implementing regulations of the Department.

The following paragraph applies to orders for computer software.

(e) Accessibility Of Software. The Department of Education (ED) considers universal accessibility to information a priority for all its employees and external customers, including individuals with disabilities. Under Sections 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. sections 794 and 794d, as amended), ED must ensure the accessibility of its programs and activities, specifically its obligation to acquire and use accessible electronic and information technology. ED maintains the manual, "Requirements for Accessible Software Design," to convey the accessibility needs of the Department to the developers and suppliers of computer applications. To comply with the provisions of this clause, the contractor may use the edition of the ED manual "Requirements for Accessible Software Design" in effect at the date of award of this contract or any more recent edition. A copy of the most recent edition of the manual may be found at

<http://www.ed.gov/fund/contract/apply/clibrary/software.html>

The Contractor shall ensure that any software developed under this contract for use by ED's employees or external customers is accessible to individuals with disabilities. The Contractor shall ensure that any enhancements and other modifications, made under this contract to software for use by ED's employees or external customers, is accessible to individuals with disabilities, regardless of where or how the software was first developed. The Contractor shall consider accessibility to individuals with disabilities as a significant factor when selecting or purchasing any software that will be delivered under this contract for use by ED's employees or external customers.

(f) The Contractor shall submit the following information with their quote: Tax Identification Number and Data Universal Numbering System (DUNS) Number. Prior to the award of any Contract, the Contractor shall agree to register in CCR as required in FAR 52.232-33.

GLOCK, Inc.

USA



GLOCK, Inc., Post Office Box 369
Smyrna, Georgia 30081 USA

Tel. (770) 432-1202
Fax (770) 433-8719

US Education - Washington
Contracts & Acquisitions
550 12th St SW 7th Fl Group D
Washington, DC
20202-4230

Customer : 30963
FFL No. : Law Enforcement Agency
Tax Number :
Del. Terms :
Del. Date : 10/15/2008
Forw. Agent: Fedex 2Day (D&I)
Customer PO:
Attn :

Delivery Address:
US Education - Chicago
Region 5
500 West Madison St, Ste 1414
Chicago, IL
60661

INVOICE

Invoice No.	Date	Order Number	Contact	Page
SLS/ 451948	10/15/2008	390726	176	1

Pos	Deliv	Item Number	Price/Unit	Discount	Total Price
No.	Qty.	Item Description	USD		

US Education Contract No.: ED-08-PO-1237
US Education Req./Ref. No.: ED00IG-08-000048

FPD: Destination

Send payment to the attention of:

(b) (6)

Notify the following individual in
event of defective invoice:

(b) (6)

5 16 PL17992

400.00/pc

6,400.00

Serial Numbers

PJ9865

- PJ9880

GLOCK 17R RESET FXD

FFL#: 1-58-067-08-9M-21808
FEDERAL TAX PAYER ID#: 58-1652822
GA STATE SALES TAX#:033-24-33264-2



GLOCK, Inc.

USA

Packing List

US Education - Chicago
Region 5
500 West Madison St, Ste 1414
Chicago, IL
60661

United States of America

Shipment : 420633
Shipment Date: 10/15/2008
Frw Agent : Fedex 2Day (D&I)
Customer : 30963
Customer PO# :
Order Date : 09/30/2008
Contact :
Phone : (b) (6)
Fax :

US Education Contract No.: ED-08-PO-1237
US Education Req./Ref. No.: ED00IG-08-000048

FPD: Destination

Send payment to the attention of:

(b) (6)

Notify the following individual in
event of defective invoice:

(b) (6)

Pack.	DL		Pos.	Item Serialnumbers	Description	Quantity
1	0	390726	5	PL17992 PJ9865	GLOCK 17R RESET FXD - PJ9870	6.00
2	0	390726	5	PL17992 PJ9871	GLOCK 17R RESET FXD - PJ9880	10.00

(b) (7)(C), (b) (6)

Should there be any discrepancies with your order, please contact customer service immediately.

ED-08-DO-0140

REQUISITION/PROCUREMENT REQUEST FOR EQUIPMENT, SUPPLIES OR SERVICES (Instructions on reverse)				PAGE 1	OF PAGES 2
2. REQUISITION/PROCUREMENT REQUEST NO. EDOOIG-08-000048		3. ACT NUMBER		4. DATE PREPARED SEP 09, 2008	
5. JOB/PROJECT NUMBER		6. TO (Stockroom/Contracting Office, Name and Location)			
7. FROM (Requisitioning Office, Name, Symbol, Location and Telephone Number) EDOIGC U.S. Department of Education Office of Inspector General 500 West Madison Street - Suite 1414 Chicago IL 60661		8. FOR INFORMATION CALL (Name and Telephone Number) Deborah A. Oliver (214) 661-9524			
9. RECEIVING OFFICE (Name, Symbol and Telephone Number)		10. ACCOUNTING CLASSIFICATION See Schedule			
11. SHIP TO (Address, ZIP Code and Telephone Number) See Schedule		FUND			
ORG. CODE		B/A CODE		O/C CODE	
FUNC CODE		C/E CODE		PROJ/PROS. NO.	
W/ITEM		CC-B		PRT/CRFT	
12. CONTRACT NUMBER		13. ITEM NO. FORM OR STOCK NUMBER (13)			
DESCRIPTION OF ARTICLES OR SERVICES (14)		QUANTITY (15)		UNIT OF ISSUE (16)	
UNIT PRICE (17)		AMOUNT (18)			
Please See Continuation Page for Line Item Details.					
IF ADDITIONAL SPACE IS REQUIRED, USE GSA FORM 49A, REQUISITION/PROCUREMENT REQUEST		19. TOTAL AMOUNT INCLUDING CONTINUATION		\$6,400.00	
20a. TYPED NAME AND TITLE OF FUND CERTIFYING OFFICIAL		21a. TYPED NAME OF REQUISITIONER Deborah A. Oliver			
20b. SIGNATURE		DATE		21b. SIGNATURE	
				DATE	
22. LIST ATTACHMENTS		23a. TYPED NAME OF APPROVING OFFICIAL			
		23b. SIGNATURE		DATE	
		24. SHIPPED BY			
		<input type="checkbox"/> FREIGHT <input type="checkbox"/> PARCEL POST <input type="checkbox"/> EXPRESS <input type="checkbox"/> MAIL			
		25. FILLED BY		26. PACKED BY	
		27. CHECKED BY			
		28. BILL OF LADING NUMBER		29. DATE SHIPPED	

REQUISITION/PROCUREMENT REQUEST FOR EQUIPMENT, SUPPLIES OR SERVICES (Continuation)				PAGE 2 OF 2 PAGES	
2. REQUISITION/PROCUREMENT REQUEST NO. EDOOIG-08-000048		3. ACT NUMBER		4. DATE PREPARED SEP 09, 2008	
ITEM NO. FORM OR STOCK NUMBER (13)	DESCRIPTION OF ARTICLES OR SERVICES (14)	QUANTITY (15)	UNIT OF ISSUE (16)	UNIT PRICE (17)	AMOUNT (18)
0001	<p>PLEASE REFERENCE U.S. CAPITOL POLICE CONTRACT NUMBER TSB20070001</p> <p>A COPY OF THE LETTER I'M EMAILING PAMELA BONES WITH THE ORIGINAL SIGNED PURCHASE ORDER SHOULD BE MAILED TO (b) (6) (b) (6) LAW ENFORCEMENT SALES AT GLOCK, INC. DIRECT LINE: (b) (6) EMAIL: (b) (6) @glock.us</p> <p>MODEL: GLOCK 17R QUANTITY: 16 SIGHTS: FIXED TRIGGER: 5 LB MAGAZINES: 3 EACH PRICE: \$400 EACH</p> <p>These firearms are being purchased by the Agency for law enforcement use only by sworn law enforcement officers and not for resale.</p> <p>Account Code: 1400A2008.A.2008.EFD51000.647.3103F.000. 000.0000.000000 Cost Applied: \$6,400.00</p> <p>U.S. Department of Education Office of Inspector General 500 West Madison Street - Suite 1414 Chicago IL 60661</p> <p>FOB Designation: Destination</p>	16.00	EA	400.00	6400.00

Oliver, Deborah

From: (b) (6), (b) (7)(C)
Sent: Monday, September 08, 2008 8:47 AM
To: Oliver, Deborah
Subject: Glock Model 17R practice pistol purchase
Attachments: GLOCK MODEL 17R PURCHASE LETTER.doc

Debby:

Attached is a letter to Glock, Inc. for the purchase of 16 Glock Model 17R practice pistols. We can use the same Capitol Police contract that we used for the Model 17T pistols we just purchased. The contract number is on the letter. We do not need night sights on these practice pistols. Because the Model 17R has the potential to be converted to a live-fire weapon, they have to be purchased as functioning firearms. The cost per pistol is \$400, we are purchasing 16 pistols, for a total of \$6,400. Mike Deshields has moved \$6,500 to Region V's budget. I will forward you that email from Mike.

The contact at Glock for this purchase is (b) (6), Law Enforcement Sales, direct line (b) (6) email (b) (6)@glock.us. (b) (6) asked us to give him a call or email when the PO is mailed so he can get them ordered from the factory, or obligate pistols already manufactured. Glock requires an original signature PO sent by mail for the purchase. The PO should go to the attention of (b) (6).

I could not find another vendor selling this model pistol.

Please let me know if you need any more information. Thank you Debby.

(b) (6), (b) (7)(C)

9/9/2008

September 8, 2008

Customer Service
GLOCK, Inc.
6000 Highlands Parkway
Smyrna, GA 30082

Attn: (b) (6) Law Enforcement Sales

Enclosed is a purchase order from the U.S. Department of Education for the purchase of sixteen (16) Glock Model 17R practice pistols. We are using the Capitol Police contract number **TSB200700001** for this purchase.

Model: Glock 17R
Quantity: 16
Sights: Fixed
Trigger: 5 lb
Magazines: 3 each
Price: \$400 each

These firearms are being purchased by the Agency for law enforcement use only by sworn law enforcement officers and not for resale. ED-OIG is aware that a 10% federal excise tax must be paid for each pistol purchased.

This order can be shipped to:

Special Agent (b) (6), (b) (7)(C)
U.S. Department of Education
Office of Inspector General
500 W. Madison Street
Room (b) (6), (b) (7)(C)
Chicago, IL 60661
(b) (6), (b) (7)(C)

This order can be billed to:

Ms. Deborah Oliver
U.S. Department of Education
Office of Inspector General
1999 Bryan Street
Suite 14-400
Dallas, TX 75201-6817
(214) 661-9524

Oliver, Deborah

From: (b) (6), (b) (7)(C)
Sent: Monday, September 08, 2008 8:49 AM
To: Oliver, Deborah
Subject: FW: budget

-----Original Message-----

From: Deshields, Michael
Sent: Friday, September 05, 2008 2:03 PM
To: (b) (6), (b) (7)(C)
Cc: Utz, Tom; (b) (6), (b) (7)(C)
Subject: RE: budget

My pleasure. Hope you all have a good weekend

Mike Deshields, Esq.
Special Agent (DAIGI)
US Department of Education
Office of Inspector General
550 12th Street, SW
Room 8147
Washington, DC 20202
Voice: (202) 245-7058
Fax: (202) 245-7057
Cell: (202) 557-5210

A daily random act of kindness goes a long way.

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-----Original Message-----

From: (b) (6), (b) (7)(C)
Sent: Friday, September 05, 2008 3:01 PM
To: Deshields, Michael
Cc: (b) (6), (b) (7)(C)
Subject: RE: budget

Thank you Mike; I'll work with Deborah Oliver on the purchase.

>
>From: Deshields, Michael
>Sent: Friday, September 05, 2008 10:44 AM
>To: Utz, Tom
>Cc: (b) (6), (b) (7)(C); (b) (6), (b) (7)(C)
>Subject: budget

>
>I think I found the funds to meet your budget needs. I have asked budget to make these transfers to you:

>
>Travel: \$6,500
>Supplies: \$6,500 (training guns (b) (6), (b) (7)(C) requested)

>
>Mike Deshields, Esq.
>Special Agent (DAIGI)
>US Department of Education
>Office of Inspector General
>550 12th Street, SW
>Room 8147

>Washington, DC 20202
>Voice: (202) 245-7058
>Fax: (202) 245-7057
>Cell: (202)557-5210

>A daily random act of kindness goes a long way.

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>
>

Oliver, Deborah

From: Oliver, Deborah
Sent: Tuesday, September 09, 2008 1:22 PM
To: Bone, Pamela
Subject: RE: EDOOIG-08-000048 PURCHASE REQUEST

The Glock 17R practice pistol is identical in size, weight, balance etc. as the official Glock Duty weapon used by ED-OIG Agents. The agents are required to practice and train with pistols that are designed to fire paint cartridges and these training pistols need to resemble the actual weapons the agents carry. Glock is the only manufacturer of this training pistol and any other pistol would not meet ED-OIG standards or requirements.

Debby

From: Bone, Pamela
Sent: Tuesday, September 09, 2008 12:50 PM
To: Oliver, Deborah
Subject: RE: EDOOIG-08-000048 PURCHASE REQUEST

Thanks, can you give me a few paragraphs - as to why you need this model pistol??

-----Original Message-----

From: Oliver, Deborah
Sent: Tuesday, September 09, 2008 1:21 PM
To: Bone, Pamela
Subject: RE: EDOOIG-08-000048 PURCHASE REQUEST

I just submitted the PR to GRB. The only other information I have is the email from (b) (6), (b) (7)(C) asking me to make the purchase, which I can't do because these training pistols can be converted into real weapons, and an email from Mike Deshields okaying the purchase. I have attached both to this email. Please let me know what else you need and I'll try to get asap.

Thanks
Debby

From: Bone, Pamela
Sent: Tuesday, September 09, 2008 11:39 AM
To: Oliver, Deborah
Subject: RE: EDOOIG-08-000048 PURCHASE REQUEST

Hi Deborah, other than this letter - I have no PR or any other information - if this is a new purchahse for CAM - can I have all of the documentation? - please? - thanks pa

-----Original Message-----

From: Oliver, Deborah
Sent: Tuesday, September 09, 2008 12:17 PM
To: Bone, Pamela
Subject: EDOOIG-08-000048 PURCHASE REQUEST

Attached is the letter that needs to accompany the purchase order for the Glock training pistols. Please call me at 214-661-9524 if you have questions or need more information.

Thanks

9/9/2008

Oliver, Deborah

From: Spitzgo, William
Sent: Wednesday, September 24, 2008 4:12 PM
To: Oliver, Deborah
Subject: RE: GLOCK PURCHASE ORDER

Yes. The PO is being processed.

-----Original Message-----

From: Oliver, Deborah
Sent: Wednesday, September 24, 2008 5:10 PM
To: Spitzgo, William
Subject: RE: GLOCK PURCHASE ORDER

Okay. If I don't hear anything I'll assume the PO is being processed.

Thanks
Debby

From: Spitzgo, William
Sent: Wednesday, September 24, 2008 4:01 PM
To: Oliver, Deborah
Subject: RE: GLOCK PURCHASE ORDER

Thanks Debra. I think this should do it. I will let you know if there is anything else.

-----Original Message-----

From: Oliver, Deborah
Sent: Wednesday, September 24, 2008 2:25 PM
To: Spitzgo, William
Cc: (b) (6), (b) (7)(C)
Subject: GLOCK PURCHASE ORDER
Importance: High

Will,

The U.S Capitol Police contract is a multi year contract so that is probably why it looks like a 2007 contract. We reference the U.S Capitol contract number in order to get the Federal law enforcement price of \$400.00 per weapon that includes shipping, handling, sights and magazines. The general law enforcement price is \$459 per weapon but does not include shipping, handling, sights and magazines. I spoke with the Glock contracting officer and he said retail pricing on this item could run \$900 per weapon. It would be impossible to compare the training weapon price to last years duty weapon purchase price of \$320 because the duty weapon price has been locked in for several years. However, on the retail market the duty weapon sells for between \$600-\$700 per weapon without sights and magazines. Last years purchase order for the Glock duty weapon is ED-07-PO-1784.

If you have any questions concerning the pricing etc. of this purchase please call (b) (6) Law Enforcement Sales at Glock, Inc. at (b) (6).

Please let me know if this is sufficient or if you need something else.

Thanks
Debby

9/25/2008



UNITED STATES DEPARTMENT OF EDUCATION
OFFICE OF INSPECTOR GENERAL



FAX
Date Sent : 7/29/08
To : Debby
FAX Number :
Voice Number :
Number of Pages : 3
(including cover sheet)
From : Annette
FAX Number :
Voice Number :

Comments

As requested.



United States Department of Education
Office of Inspector General
Office of Investigations
Washington DC Field Office
100 Penn Sq. East, Rm. 502
Philadelphia, PA 19107



FAX

(b) (6), (b) (7)(C)

To:

From:

ASAC
U.S. Department of Education
Office of the Inspector General
Office of Investigations
(b) (6), (b) (7)(C)

Deborah Oliver

Fax: (214) 661-9531

Pages: 3

Phone:

Date: 11/12/08

Re:

CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• Comments:

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UNITED STATES
DEPARTMENT OF EDUCATION
OFFICE OF INSPECTOR GENERAL
INVESTIGATION SERVICES
1391 SPEER BOULEVARD, SUITE 805
DENVER, COLORADO 80204-2512
Phone: (303) 844-0068
Fax: (303) 844-0069



Fax

To: Debby Oliver From: SA (b) (6), (b) (7)(C)
Fax: _____ Pages: 2 Including cover sheet
Phone: _____ Date: 11/4/08
Re: _____ CC: _____

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ FYI

• Comments

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DEBORAH OLIVER

1999 BRYAN STREET, SUITE 1440

DALLAS, TX 75201



JCL50004082023

SHIP TO: (202) 245-7013

BILL THIRD PARTY

Annette Lewis
US DEPT OF EDUCATION OIG
PCP, 550 12TH STREET
SW, ROOM 8169
WASHINGTON, DC 20024

Act/Wgt: 1.0 LB
System#: 5533803/NET8061
Account#: S *****

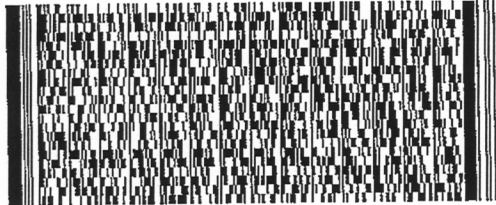
Delivery Address Bar Code



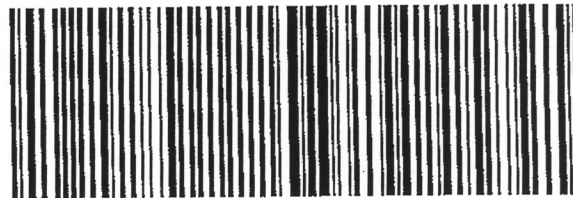
Ref #
Invoice #
PO #
Dept #

TRK# 7960 3450 1519
0201

FRI - 25JUL A1
PRIORITY OVERNIGHT

**NE WASA**

20024
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**After printing this label:**

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ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 8 PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER JUL 29, 2008		2. CONTRACT NO. (If any) ED-08-PO-0885		6. SHIP TO:	
3. ORDER NO.		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE	
5. ISSUING OFFICE (Address correspondence to) EDOIGC U.S. Department of Education, Office of Inspector General, 500 West Madison Street - Suite 1414 Chicago, IL, 60661, USA				b. STREET ADDRESS See Schedule	
7. TO: 00014409 TIN: 581652822				c. CITY	
a. NAME OF CONTRACTOR DUNS: 148099450 GLOCK INC				d. STATE e. ZIP CODE	
b. COMPANY NAME				f. SHIP VIA	
c. STREET ADDRESS 6000 HIGHLANDS PKWY SE				8. TYPE OF ORDER	
d. CITY SMYRNA		e. STATE GA		<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: <u>U.S. CAPITOL</u> Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule		f. ZIP CODE 300827204		<input type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
Obligated Amount: \$4,000.00				10. REQUISITIONING OFFICE	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))						12. F.O.B. POINT Destination		
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED					
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS						
13. PLACE OF			14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS 0% 0 Days Net 30	
a. INSPECTION		b. ACCEPTANCE						

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	See Continuation Page For Line Item Details					

Completed

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
21. MAIL INVOICE TO: EDOIGC					
a. NAME					
b. STREET ADDRESS (or P.O. Box) Office of Inspector General 500 West Madison Street - Suite 1414					
c. CITY Chicago		d. STATE IL	e. ZIP CODE 60661		

\$4000	17(h) TOT. (Cont. pages)
\$4000	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)	(b) (6)	23. NAME (Typed) Deborah A. Oliver (214) 661-9524 TITLE: CONTRACTING/ORDERING OFFICER
---	---------	---

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OPTIONAL FORM 347 (REV. 3/2005)
Prescribed by GSA/FAR 48 CFR 53.213(e)

SUPPLEMENTAL INVOICING INFORMATION

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of \$ _____. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided; contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed \$10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected, ☐ accepted, ☐ received by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

SHIPMENT NUMBER	PARTIAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
	FINAL				
TOTAL CONTAINERS		GROSS WEIGHT	RECEIVED AT	TITLE	

REPORT OF REJECTIONS

[illegible]

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0001	<p>FOR MORE INFORMATION OR QUESTIONS REGARDING THIS PURCHASE ORDER, PLEASE CONTACT DEBORAH OLIVER AT 214-661-9524.</p> <p>PLEASE REFERENCE U.S. CAPITOL POLICE CONTRACT NUMBER: TSB20070001 FOR USE WITH THIS PURCHASE ORDER AT THE CONTRACT PRICE OF \$400 PER WEAPON.</p> <p>THESE ARE TRAINING PISTOLS ONLY</p> <p>MODEL: Glock 17T QUANTITY: 10 SIGHTS: Trijicon TRIGGER: 5 lb MAGAZINES: 3 each, hi cap PRICE: \$400 PER WEAPON</p> <p>These firearms are being purchased by the Agency for law enforcement use only by sworn law enforcement officers and not for resale. ED-OIG is aware that a 10% federal excise tax must be paid for each pistol and is included the \$400 per weapon price.</p> <p>SHIP TO:</p> <p>SA (b) (6), (b) (7)(C) U.S. Department of Education Office of Inspector General 500 West Madison Street, Suite (b) (6), (b) (7)(C) Chicago, IL 60661 (b) (6), (b) (7)(C)</p> <p>Accounting and Appropriation Data: 1400A2008.A.2008.EFD51000.647.3103M.000.000.0000.000000 \$4,000.00</p> <p>SHIP TO:</p> <p>U.S. Department of Education Office of Inspector General 500 West Madison Street - Suite (b) (6), (b) (7)(C) Chicago IL 60661 FOB : Destination</p>	10.00	EA	400.00	4,000.00

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SECTION

. 1 307-17 CONFLICT OF INTEREST (AUG 2007)

(A) The contractor, subcontractor, employee or consultant, has certified that, to the best of their knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest), (or apparent conflict of interest) for the organization or any of its staff, and that the contractor, subcontractor, employee or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee or consultant). Conflicts may arise in the following situations:

1. Unequal access to information - a potential contractor, subcontractor, employee or consultant has access to non-public information through its performance on a government contract.

2. Biased ground rules - a potential contractor, subcontractor, employee or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract,

3. Impaired objectivity - a potential contractor, subcontractor, employee or consultant, or member of their immediate family (spouse, parent or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.

"Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

- financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;
- significant connections to teaching methodologies that might require or encourage the use of specific products, property or services; or
- significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property or services.

Offerors must provide the disclosure described above on any actual or potential conflict (or apparent conflict of interest) of interest regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict (or apparent conflict of interest), including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

(B) The contractor, subcontractor, employee or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(C) Remedies - The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict (or apparent conflict of interest) after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of Title 18, U.S. Code, Section 1001 and fines of up to \$5000 for violation of Title 31, U.S. Code, Section 3802. Further remedies include suspension or debarment from contracting with the federal government. The Contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(D) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the Contracting Officer.

(E) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (E).

. 2 307-17a CONFLICT OF INTEREST CERTIFICATION (AUG 2007)

(A) The contractor, subcontractor, employee or consultant, by signing the form in this clause, certifies that, to the best of their knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest) (or apparent conflict of interest), for the organization or any of its staff, and that the contractor, subcontractor, employee or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor,

subcontractor, employee or consultant). Conflicts may arise in the following situations:

1. Unequal access to information # a potential contractor, subcontractor, employee or consultant has access to non-public information through its performance on a government contract.

2. Biased ground rules # a potential contractor, subcontractor, employee or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract,

3. Impaired objectivity # a potential contractor, subcontractor, employee or consultant, or member of their immediate family (spouse, parent or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.

"Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

- financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;
- significant connections to teaching methodologies or approaches that might require or encourage the use of specific products, property or services; or
- significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property or services.

Offerors must provide the disclosure described above on any actual or potential conflict of interest (or apparent conflict of interest) regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict, including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

(B) The contractor, subcontractor, employee or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(C) Remedies - The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of Title 18, U.S. Code, Section 1001 and fines of up to \$5000 for violation of Title 31, U.S. Code, Section 3802. Further remedies include suspension or debarment from contracting with the federal government. The Contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(D) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the Contracting Officer.

(E) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (E).

Conflict of Interest Certification

The Offeror, _____, hereby certifies that, to the best of their knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. _____ that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The Offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such Conflict of Interest (or apparent conflict of interest).

Offeror's Name _____

RFP/Contract No. _____

Signature _____

Title _____

Date _____

3 PurchaseOrder TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (DEC 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (ii) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) Listed below are additional FAR clauses that apply:

- (i) 52.204-7, Central Contractor Registration (OCT 2003).
- (ii) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2003).
- (iii) 52.232-1, Payments (APR 1984) (Not Applicable for Personal Services Contracts.)
- (iv) 52.232-8, Discounts for Prompt Payment (FEB 2002).
- (v) 52.232-11, Extras (APR 1984).
- (vi) 52.232-25, Prompt Payment (FEB 2002).
- (vii) 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration (OCT 2003).
- (viii) 52.233-1 Alternate I, Disputes (DEC 1991).
- (ix) 52.244-6, Subcontracts for Commercial Items and Commercial (APR 2003)
- (x) 52.253-1, Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States.)
- (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246) (Applies to contracts over \$10,000.)
- (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$10,000.)
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000.)
- (v) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$10,000.)
- (vi) 52.222-41, Service Contract Act of 1965, As Amended (MAY 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500.)
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (AUG 2003) (E.O. 12856) (Applies to services performed on Federal facilities.)
- (viii) 52.225-1, Buy American Act--Supplies (JUN 2003) (41 U.S.C. 10) (Applies to supplies, and to services involving the furnishing of supplies, if the contract was-- (A) Under \$25,000; or (B) Set aside for small business concerns, regardless of dollar value.)

(2) Listed below are additional clauses that may apply:

- (i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000.)
- (ii) 52.213-2, Invoices (APR 1984) (Applicable when advance payments are authorized for subscriptions and other pubs.)
- (iii) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (If applicable, rates shown in text of order.)
- (iv) 52.223-6, Drug-Free Workplace (MAY 2001) (Applicable to orders with individuals.)
- (v) 52.227-19, Commercial Computer Software-Restricted Rights (JUN 1987) (Applicable to orders for commercial software.)
- (vi) 52.232-23, Assignment of Claims (JAN 1986) (May be applicable to orders over \$1,000.)
- (vii) 52.232-3, Payments Under Personal Services Contracts (APR 1984) (Applicable to personal services contracts.)
- (viii) 52.243-1, Changes-Fixed Price (AUG 1987), Alt II (APR 1984) (Applicable if the order is for services and supplies will be furnished.)
- (ix) 52.246-1, Contractor Inspection Requirements (Applicable unless otherwise waived by the Contracting Officer.) (APR 1984)
- (x) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin.)
- (xi) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination.)
- (xii) 52.249-5, Termination for Convenience of the Government (SEPT 1996) (Applicable to orders with Educational and Other Non-Profit Institutions.)
- (xiii) 52.249-8, Default (Fixed-Price Supply and Service) (APR 1984)
- (xiv) 52.249-9, Default (Fixed-Price Research and Development) (APR 1984)

The following clauses are applicable if the order is for supplies:

- (xv) 52.211-16, Variation In Quantity (APR 1984) (Variations, if any, will be stated in the text of the order.)
- (xvi) 52.211-17, Delivery of Excess Quantities (SEPT 1989)
- (xvii) 52.243-1, Changes-Fixed Price (AUG 1987)
- (xviii) 52.246-2, Inspection of Supplies - Fixed Price (AUG 1996) (Fixed Price) (Short Form)
- (xix) 52.249-1, Termination for Convenience of the Government (APR 1984)

The following clauses are applicable if the order is for services:

- (xx) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (FEB 2002) (Applicable to orders over \$2,500 for services subject to the Act)
- (xxi) 52.243-1, Changes-Fixed Price (AUG 1987), Alt. I (APR 1984)
- (xxii) 52.246-4, Inspection of Services - Fixed Price (AUG 1996)
- (xxiii) 52.249-4, Termination for Convenience of the Government (Services) (Short Form) (FEB 1998)

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were taken in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far>.

(d) Prohibition Of Discrimination Against Individuals With Disabilities
The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 including Section 302, which provides that:

"No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation."

Failure to comply with the Americans with Disabilities Act of 1990, as amended, shall be considered a failure to comply with the terms of this contract. The Contractor shall also assure that any meeting, conference, or seminar held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities pursuant to section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Sections 504 of the Americans with Disabilities Act (1990), and any implementing regulations of the Department.

The following paragraph applies to orders for computer software.

(e) Accessibility Of Software. The Department of Education (ED) considers universal accessibility to information a priority for all its employees and external customers, including individuals with disabilities. Under Sections 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. sections 794 and 794d, as amended), ED must ensure the accessibility of its programs and activities, specifically its obligation to acquire and use accessible electronic and information technology. ED maintains the manual, "Requirements for Accessible Software Design," to convey the accessibility needs of the Department to the developers and suppliers of computer applications. To comply with the provisions of this clause, the contractor may use the edition of the ED manual "Requirements for Accessible Software Design" in effect at the date of award of this contract or any more recent edition. A copy of the most recent edition of the manual may be found at

<http://www.ed.gov/fund/contract/apply/clibrary/software.html>

The Contractor shall ensure that any software developed under this contract for use by ED's employees or external customers is accessible to individuals with disabilities. The Contractor shall ensure that any enhancements and other modifications, made under this contract to software for use by ED's employees or external customers, is accessible to individuals with disabilities, regardless of where or how the software was first developed. The Contractor shall consider accessibility to individuals with disabilities as a significant factor when selecting or purchasing any software that will be delivered under this contract for use by ED's employees or external customers.

(f) The Contractor shall submit the following information with their quote: Tax Identification Number and Data Universal Numbering System (DUNS) Number. Prior to the award of any Contract, the Contractor shall agree to register in CCR as required in FAR 52.232-33.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE AUG 07, 2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Education Office of Inspector General 500 West Madison Street - Suite 1414 Chicago IL 60661		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GLOCK INC 6000 HIGHLANDS PKWY SE SMYRNA GA 300827204 770-432-1202 CODE 00014409		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. ED-08-PO-0885 10B. DATED (SEE ITEM 13) JUL 29, 2008		
FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE
 PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment
 your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this
 amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

Modification Amount: \$720.00
 Modification Obligated Amount: \$720.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE <input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

ADD LINE ITEM

Glock HAS my permission to make a pen & ink change to original contract.
 EMAILS OF MOD NOT GOING THROUGH TO GLOCK.US
 & FAX TRANSMISSIONS NOT GOING THROUGH

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Deborah A. Oliver, Mgmt Services Spec. (21)(b) (6)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Deborah A. Oliver, Mgmt Services Spec. (21)(b) (6)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED AUG 07, 2008

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0001	<p>(Changed Line Item)</p> <p>FOR MORE INFORMATION OR QUESTIONS REGARDING THIS PURCHASE ORDER, PLEASE CONTACT DEBORAH OLIVER AT 214-661-9524.</p> <p>PLEASE REFERENCE U.S. CAPITOL POLICE CONTRACT NUMBER: TSB20070001 FOR USE WITH THIS PURCHASE ORDER AT THE CONTRACT PRICE OF \$400 PER WEAPON.</p> <p>THESE ARE TRAINING PISTOLS ONLY</p> <p>MODEL: Glock 17T QUANTITY: 10 TRIGGER: 5 lb MAGAZINES: 3 each, hi cap PRICE: \$400 PER WEAPON</p> <p>These firearms are being purchased by the Agency for law enforcement use only by sworn law enforcement officers and not for resale. ED-OIG is aware that a 10% federal excise tax must be paid for each pistol and is included the \$400 per weapon price.</p> <p>SHIP TO:</p> <p>SA (b) (6), (b) (7)(C) U.S. Department of Education Office of Inspector General 500 West Madison Street, Suite (b) (6), (b) (7)(C) Chicago, IL 60661 (b) (6), (b) (7)(C)</p> <p>Accounting and Appropriation Data: 1400A2008.A.2008.EFD5I000.647.3103M.000.000.0000.000000 \$4,000.00</p>	10.00	EA	400.00	4,000.00
0002	<p>(New Line Item)</p> <p>SIGHTS: TRIJICON</p> <p>SHIP TO:</p> <p>SA (b) (6), (b) (7)(C) U.S. Department of Education Office of Inspector General 500 West Madison Street, Suite (b) (6), (b) (7)(C) Chicago, IL 60661 (b) (6), (b) (7)(C)</p> <p>Accounting and Appropriation Data: 1400A2008.A.2008.EFD5I000.647.3103M.000.000.0000.000000 \$720.00</p>	10.00	EA	72.00	720.00

** Transmit Conf. Report **

Aug 18 2008 08:41am

Fax/Phone Number	Mode	Start	Time	Page	Result	Note
917703194796	Normal	18:08:40am	1'31"	0	T.2.3	
↑ Transmission failed!						
Send the document(s) from page 1						

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
0001		AUG 07, 2008		5. PROJECT NO. (if applicable)	
6. ISSUED BY		7. ADMINISTERED BY (if other than item 6)		CODE	
U.S. Department of Education Office of Inspector General 500 West Madison Street - Suite 1414 Chicago IL 60661		DUNS: 148099450 Cage Code: 0N257		8. NAME AND ADDRESS OF CONTRACTOR (firm, street, county, state and ZIP Code)	
GLOCK INC 6000 HIGHLANDS PARK SE SMYRNA GA 300827204		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
770-432-1202 CODE 00014409		10A. MODIFICATION OF CONTRACT/ORDER NO.		10B. DATED (SEE ITEM 13)	
770-432-1202 CODE 00014409		10A. MODIFICATION OF CONTRACT/ORDER NO.		10B. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		12. ACCOUNTING AND APPROPRIATION DATA (if needed)		13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS	
The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer is extended. <input type="checkbox"/> is not extended.		See Schedule		Modification Obligated Amount \$720.00	
14. ACCOUNTING AND APPROPRIATION DATA (if needed)		15. CHECK ONE		16. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)	
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	
D. OTHER (Specify type of modification and authority)		E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return copies to the issuing office.		ADD LINE ITEM	
15A. NAME AND TITLE OF SIGNER (Type or print)		15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	
Deborah A. Oliver, Maint Services Spec.		[Redacted]		AUG 07, 2008	
15D. DATE SIGNED		15E. DATE SIGNED		15F. DATE SIGNED	
AUG 07, 2008		AUG 07, 2008		AUG 07, 2008	

GLOCK, Inc.
Smyrna, Georgia 30081
USA
GLOCK, Inc., Post Office Box 369

USA



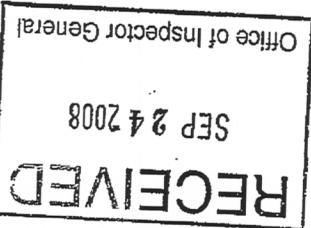
Tel. (770) 432-1202
Fax (770) 433-8719

Customer : 30963
FFL No. : Law Enforcement Agency
Tax Number :
Del. Terms :
Del. Date : 09/16/2008
Forw. Agent: Fedex 2Day (D&I)
Customer PO: SA (b) (6), (b) (7)(C)
Attn:

US Education - Chicago
Region 5
500 West Madison St, Ste 1414
Chicago, IL 60661

Delivery Address:
US Education - Chicago
Region 5/Insp. General Office
500 West Madison St, Ste 1414
Chicago, IL 60661

INVOICE



Invoice No.	Date	Order Number	Contact	Page
SLS/ 447184	09/16/2008	390468	176	1
Pos	Deliv	Item Number	Item Description	No.
Qty.	Price/Unit	Discount	Total Price	

US Education Contract No.: ED-08-PO-0885

FPD: Destination

Send payment to the attention of:

(b) (6)

Notify the following individual in event of defective invoice:

(b) (6)

Serial Numbers
PN1550602 10
472.00/pc
4,720.00
- T35770
GLOCK 17T 9x19 US TNS 5.51p LE

ED08PO0885-01 \$4720.00
Receipt Accepted 10/23/08
(b) (6)

Goods	FAET	Total USD
4,720.00	Paid	4,720.00
Payment : Net 30 Days		
Should there be any discrepancies with your order, please contact customer service immediately.		

Packing List

US Education - Chicago
Region 5/Insp. General Office
500 West Madison St, Ste 1414
Chicago, IL
60661

United States of America

SA (b) (6), (b) (7)(C)

US Education Contract No.: ED-08-PO-0885

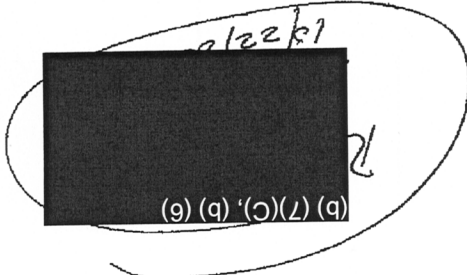
RPD: Destination

Send payment to the attention of:

(b) (6)

Notify the following individual in
event of defective invoice:
(b) (6)

Pack. DL	Pos. Item	Description	Quantity
1 0	5	GLOCK 17T 9x19 US TNS 5.51b LE - T35770	10.00
		Serial numbers PN1550602 T35761	



should there be any discrepancies with your order, please contact customer service immediately.

@Glock.us

(b) (6)

~~XXXXXX~~

8/18/08

Glock

[Redacted]

(b) (6)

0001 SHOOTILL

(b) (6)

\$72 per pistol

\$720.00

FIXED SIGHTS

Standard POLIMAR

AUSTRIA

~~4~~ (b) (6) FAT

(b) (6) @Glock.US

OR SCAN + EMAIL

July 21, 2008

Customer Service
GLOCK, Inc.
6000 Highlands Parkway
Smyrna, GA 30082

Attn: Law Enforcement Sales

Enclosed is a purchase order from the U.S. Department of Education, Office of Inspector General (ED-OIG) for the purchase of ten (10) Glock Model 17T training pistols. We are using the Capitol Police contract number **TSB200700001** for this purchase.

Model: Glock 17T
Quantity: 10
Sights: Trijicon
Trigger: 5 lb
Magazines: 3 each, hi cap
Price: \$400 each

These firearms are being purchased by the Agency for law enforcement use only by sworn law enforcement officers and not for resale. ED-OIG is aware that a 10% federal excise tax must be paid for each pistol purchased.

This order can be shipped to:

Special Agent (b) (6), (b) (7)(C)
U.S. Department of Education
Office of Inspector General
500 W. Madison Street
Room (b) (6), (b) (7)(C)
Chicago, IL 60661
(b) (6), (b) (7)(C)

This order can be billed to:

Ms. Deborah Oliver
U.S. Department of Education
Office of Inspector General
1999 Bryan Street
Suite 14-400
Dallas, TX 75201-6817
(214) 661-9524

Oliver, Deborah

From: (b) (6), (b) (7)(C)
Sent: Monday, July 21, 2008 11:23 AM
To: Oliver, Deborah
Cc: Williams, Veronica; (b) (6), (b) (7)(C)
Subject: Ammo purchase, Glock training weapon purchase

Attachments: GLOCK MODEL 17T PURCHASE LETTER.doc; DUTY AMMO JUSTIFICATION.doc; 2008 AMMUNITION.xls



GLOCK MODEL 17T PURCHASE LETTER.doc DUTY AMMO JUSTIFICATION.doc 2008 AMMUNITION.xls (61 KB)

Debby:

Attached is the ammunition order for this year, as well as the sole-source justification for the duty ammo. I will be forwarding to you the approval emails from FLETC allowing us to use their contracts for the purchase. Within the spreadsheet are tabs for the shipping addresses, number of cases per address, three quotes per ammo type and vendor contacts.

Also attached is a letter for the purchase of 10 Glock Model 17T training weapons. This letter and a purchase order can be sent to Glock at:

Customer Service

GLOCK, Inc.

6000 Highlands Parkway

Smyrna, GA 30082

Attn: Law Enforcement Sales

They have to receive a paper order. These are not live-fire weapons, they are training weapons that shoot training marking cartridges.

Thank you for your assistance Debby, please let me know if you need any more information.

(b) (6), (b) (7)(C)

Oliver, Deborah

From: Barrett, Crystal
Sent: Tuesday, July 22, 2008 1:51 PM
To: Oliver, Deborah; (b) (6), (b) (7)(C)
Subject: RE: Glock Model 17T price

See approval below.

From: Hamel, William
Sent: Wednesday, July 09, 2008 12:34 PM
To: (b) (6), (b) (7)(C)
Cc: Barrett, Crystal
Subject: RE: Glock Model 17T price

(b) (6), (b) (7)(C)

This was approved today. Please coordinate with budget staff to ensure the funds get transferred to whatever account you use to make that purchase. Thanks

Bill

William D. Hamel
Assistant Inspector General
for Investigations
Office of Inspector General
U.S. Department of Education
(202) 245-6922

From: (b) (6), (b) (7)(C)
Sent: Tuesday, July 01, 2008 10:09 AM
To: Hamel, William
Subject: Glock Model 17T price

Bill:

Using the contract the Capitol Police has with Glock, we can get the FX dedicated Glock Model 17T pistols for \$400 each. Purchasing 10 would be \$4,000. There may be a tax in there. I have permission for us to use the Capitol Police contract.

(b) (6), (b) (7)(C)

Glock 17T Purchase:

The Office of Inspector General with the Department of Education is purchasing Glock 17T Training Pistols. The Blue Glock Training Pistols are designed to fire only marking (paint) cartridges. These training pistols are identical in size and shape to the official Glock duty weapon used by the special agents but have a bright blue frame. The Glock 17T is a TRAINING pistol only and cannot be converted to an actual weapon. They are available to law enforcement only.

Glock is the only manufacturer that makes this training pistol. We have researched for other retailers that sell the Glock 17T training pistol for quotes and found only one other company. See Attached.

We are purchasing directly from Glock using the Capitol Police contract that also includes Trijicon sights and magazines in the purchase price.



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July 28, 2008

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- Gift Certificates
- Gloves
- Less Lethal Products
- Medical Equipment and Supplies
- Protective Gear
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- Tools and Equipment
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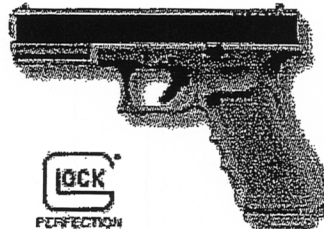
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Neve's Vendors

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ONLY!**

Available in Colorado, New Mexico,
North Dakota & South Dakota &
Wyoming

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Glock Model 17T

Glock introduced their first pistol in 1980. Since that time, Glock has been the weapon of choice for law enforcement and military professionals world wide.

Various demands from law enforcement authorities resulted in the development of the GLOCK 17T training pistols. The GLOCK 17T are designed in a reliable straight blow back system. The blue pistol frame facilitates recognition as a dedicated training instrument, the magazines are supplied with a blue magazine floor plate for identification purposes.

The **GLOCK 17T 9mmFX** is designed to fire Simunition FX® color marking ammo as well as special rubber bullets to satisfy the needs of law enforcement and special forces tactical training units. It also provides a unique pistol for specific circumstances such as close quarter target shooting and sensitive environmental situations.

Weapons, Training
\$459.00

Item # Product Detail

G17T Firearm: Dept. Purchase - FET REQUIRED
Training Pistol = \$459.00

Firearm: Dept. Purchase - FET
REQUIRED



[More Info](#)

*Price DOES NOT include
TRIUMPH SIGHT OR
MAGAZINES.*

Oliver, Deborah

From: (b) (6), (b) (7)(C)
Sent: Tuesday, August 05, 2008 5:31 PM
To: Oliver, Deborah
Subject: Fw: Glock Training Pistol Order

Approved. Please adjust the PO.
Thomas D. Utz, Jr.

-----Original Message-----

From: Deshields, Michael
To: (b) (6), (b) (7)(C)
Sent: Tue Aug 05 18:31:48 2008
Subject: Re: Glock Training Pistol Order

If you have the funds go for it.

Mike Deshields, Esq.
Special Agent/DAIGI
US Department of Education
(202) 245-7058
Fax: (202) 245-7057
Cell: (202) 557-5210

Always keep two principles in mind:

- 1) It's not all about you, and
- 2) None of us knows everything!

-----Original Message-----

From: (b) (6), (b) (7)(C)
To: Deshields, Michael
CC: (b) (6), (b) (7)(C); Oliver, Deborah
Sent: Tue Aug 05 17:04:41 2008
Subject: RE: Glock Training Pistol Order

Mike,

Do not request additional funds, we have enough in our account to cover it. Approval is all I need.

-----Original Message-----

From: (b) (6), (b) (7)(C)
Sent: Tuesday, August 05, 2008 3:59 PM
To: Deshields, Michael
Cc: (b) (6), (b) (7)(C); Oliver, Deborah
Subject: FW: Glock Training Pistol Order

Mike,

See below. I talked to (b) (6), (b) (7)(C) and he said the initial 15 Glock pistols we purchased had the night sights and we need to purchase these 10 with the night sights. If you approve we need an additional \$720 placed in the 3103 (non-adp) account.

Debby please confirm that I have the correct account. In addition, Debby will have to change the amount of the Purchase Order.

Thanks,

(b) (6), (b) (7)(C)

-----Original Message-----

From: Oliver, Deborah

Sent: Tuesday, August 05, 2008 3:11 PM

To: (b) (6), (b) (7)(C)

Subject: Glock Training Pistol Order

Tom,

I was contacted by the contracting officer with Glock about our order for 10 Glock 17T pistols. The contract price of \$400 per weapon comes with the standard mounted polymer sight. We requested Trijicon night sights that does not come standard in the contract. This is an additional cost of \$72.00 per pistol for a total of \$720.00. I need approval to modify the purchase order to include the Trijicon night sights. The purchase order will then be \$4720.00.

Deborah Oliver

ED-OIG-Dallas

<div>Now Save Draft Validate Approve Cancel Modify Change PID Void Save Trans</div> <div>Done Print Help</div>			
Transaction Information			
Award Type:	Purchase Order	Prepared Date:	07/29/2008 11:04:07
Award Status:	Final	Prepared User:	DEBORAH.OLIVER@ED.GOV
		Last Modified Date:	07/29/2008 11:10:11
		Last Modified User:	DEBORAH.OLIVER@ED.GOV
Document Information			
Award ID:	9100	Procurement Identifier	ED08PO0885
Referenced IDV ID:		Modification No	0
Reason For Modification:		Trans No	0
Solicitation ID:			
Dates		Amounts	
Date Signed (mm/dd/yyyy) :	07/29/2008	Action Obligation:	\$4,000.00
Effective Date (mm/dd/yyyy) :	07/29/2008	Base And Exercised Options Value:	\$4,000.00
Completion Date (mm/dd/yyyy) :	09/30/2008	Base And All Options Value:	\$4,000.00
Est. Ultimate Completion Date (mm/dd/yyyy) :	09/30/2008	Fee Paid for Use of IDV:	\$0.00
Purchaser Information			
Contracting Office Agency ID:	9100	Contracting Office Agency Name:	EDUCATION, DEPARTMENT OF
Contracting Office ID:	CAM	Contracting Office Name:	CONTRACTS AND ACQUISITIONS MANAG
Funding Agency ID:	9100	Funding Agency Name:	EDUCATION, DEPARTMENT OF
Funding Office ID:	EF	Funding Office Name:	OIG - OFFICE OF INSPECTOR GENERAL
Funded By Foreign Entity:	<input type="checkbox"/>	Reason For Inter-Agency Contracting:	Select One
Contractor Information		Socio Economic Data	
CCR Exception:		<input type="button" value="Remove Exception"/>	
Vendor Name:	GLOCK INC	<input type="checkbox"/> Veteran Owned	<input type="checkbox"/> Asian Pacific
DBAN:		<input type="checkbox"/> 8(a) Firm	<input type="checkbox"/> Service Disabled Vet
Street:	6000 HIGHLANDS PKWY SE	<input type="checkbox"/> Hub Zone	<input type="checkbox"/> Local Government
Street2:		<input type="checkbox"/> SDB	<input type="checkbox"/> Minority Institution
City:	SMYRNA	<input type="checkbox"/> JWOD (Sheltered Workshop)	<input type="checkbox"/> American Indian
State:	GA	<input type="checkbox"/> HBCU	<input type="checkbox"/> State Government
Zip:	300827204	<input type="checkbox"/> Educational Institution	<input type="checkbox"/> Federal Government
Congressional District:	GEORGIA 13	<input type="checkbox"/> Women Owned	<input type="checkbox"/> Minority Owned Business
Country:	UNITED STATES	<input type="checkbox"/> Tribal Government	<input type="checkbox"/> Black Owned
Phone:		<input type="checkbox"/> Native American	<input type="checkbox"/> Asian Indian
Fax No:		<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Hispanic Owned
DUNS No:	1480994500000	<input type="checkbox"/> Emerging Small	<input type="checkbox"/> Hospital
Contractor Name From Contract:	GLOCK INC		
Contract Data			
Type of Contract:	Fixed Price		
Multi Year Contract:	<input type="checkbox"/>		
Major Program:			
National Interest Action:	None		
Cost Or Pricing Data:	Select One		
Purchase Card Used As Payment Method:	<input type="checkbox"/>		
Letter Contract:	<input type="checkbox"/>		
Performance Based Service Acquisition:	<input type="checkbox"/>		
* FY 2004 and prior; 80% or more specified as performance requirement			
* FY 2005 and later; 50% or more specified as performance requirement			
Contingency Humanitarian Peace keeping Operation:	Select One		
Contract Financing:	Select One		
Cost Accounting Standards Clause:			

Number Of Actions:	<input type="checkbox"/>	<input type="text" value="1"/>
Consolidated Contract:	<input type="checkbox"/>	
Legislative Mandates		
Clinger Cohen Act:	<input type="checkbox"/>	Principal Place of Performance
Service Contract Act:	<input type="checkbox"/>	Principal Place Of Performance Code (State, Location, Country):
Walsh-Healey Act:	<input type="checkbox"/>	Principal Place Of Performance County Name:
Davis Bacon Act:	<input type="checkbox"/>	Principal Place Of Performance City Name:
		Congressional District Place Of Performance:
		Place Of Performance Zip Code(+4):
		IL <input type="text" value=""/> US <input type="text" value=""/>
		COOK <input type="text" value=""/>
		CHICAGO <input type="text" value=""/>
		ILLINOIS 07 <input type="text" value=""/>
		60661 - 1227 <input type="text" value=""/> USPS ZIP Codes
Product Or Service Information		
Product/Service Code:	<input type="text" value="1005"/>	Description: <input type="text" value="GUNS, THROUGH 30 MM"/>
Principal NAICS Code:	<input type="text" value="332994"/>	Description: <input type="text" value="SMALL ARMS MANUFACTURING"/>
Bundled Contract:	Select One	
System Equipment Code:	<input type="text" value=""/>	Description: <input type="text" value=""/>
Country of Product or Service Origin:	<input type="text" value=""/>	
Place of Manufacture:	Select One	
Use Of Recovered Material:	Select One	
InfoTech Commercial Item Category:	Select One	
Claimant Program Code:	<input type="text" value=""/>	Description: <input type="text" value=""/>
Sea Transportation:	Select One	
GFE/GFP Provided Under This Action:	<input type="checkbox"/>	
Use Of EPA Designated Products:	Select One	
Description Of Requirement: (4000 characters)	<input type="text" value=""/>	
Competition Information		
Extent Competed For Referenced IDV:	<input type="text" value=""/>	
Extent Competed:	Full and Open Competition <input type="checkbox"/>	
Solicitation Procedures:	Simplified Acquisition <input type="checkbox"/>	
Type Of Set Aside:	No set aside used <input type="checkbox"/>	
Evaluated Preference:	No Preference used <input type="checkbox"/>	
SBIR/STTR:	Select One <input type="text" value=""/>	
Statutory Exception To Fair Opportunity:	Select One <input type="text" value=""/>	
Reason Not Competed:	Select One <input type="text" value=""/>	
Local Area Set Aside:	No <input type="checkbox"/>	
Number Of Offers Received:	<input type="text" value="2"/>	Pre Award FBO Synopsis: <input type="checkbox"/>
Small Business Competitiveness Demonstration Program:	<input type="checkbox"/>	SBA/OFPP Synopsis Waiver Pilot: <input type="checkbox"/>
Commercial Item Test Program:	<input type="checkbox"/>	Alternative Advertising: <input type="checkbox"/>
Commercial Item Acquisition Procedures:	<input type="checkbox"/>	A76 Action: <input type="checkbox"/>
Preference Programs / Other Data		
Contracting Officer's Business Size Selection:	Small Business <input type="checkbox"/>	
Subcontract Plan:	Select One <input type="text" value=""/>	
Price Evaluation Percent Difference:	<input type="text" value=""/> %	
Reason Not Awarded To Small Disadvantaged Business:	Select One <input type="text" value=""/>	
Reason Not Awarded To Small Business:	Select One <input type="text" value=""/>	

<div style="display: flex; justify-content: space-between; padding: 2px;"> Now Save Draft Validate Approve Correct Modify Change PID Void Save Template </div> <div style="display: flex; justify-content: space-between; padding: 2px;"> Details Print Help </div>			
Transaction Information			
Award Type:	Purchase Order	Prepared Date:	08/07/2008 09:36:14
Prepared User:	DEBORAH.OLIVER@ED.GOV		
Award Status:	Final	Last Modified Date:	08/07/2008 09:37:04
Last Modified User:	DEBORAH.OLIVER@ED.GOV		
Document Information			
	Agency	Procurement Identifier	Modification No
Award ID:	9100	ED08PO0885	1
Referenced IDV ID:			
Reason For Modification:	CHANGE ORDER		
Solicitation ID:			
Dates		Amounts	
Date Signed (mm/dd/yyyy) :	08/07/2008	Action Obligation:	Current: \$720.00 Total: \$4,720.00
Effective Date (mm/dd/yyyy) :	08/07/2008	Base And Exercised Options Value:	\$720.00 \$4,720.00
Completion Date (mm/dd/yyyy) :	09/30/2008	Base And All Options Value:	\$720.00 \$4,720.00
Est. Ultimate Completion Date (mm/dd/yyyy) :	09/30/2008	Fee Paid for Use of IDV:	\$0.00
Purchaser Information			
Contracting Office Agency ID:	9100	Contracting Office Agency Name:	EDUCATION, DEPARTMENT OF
Contracting Office ID:	CAM	Contracting Office Name:	CONTRACTS AND ACQUISITIONS MANAG
Funding Agency ID:	9100	Funding Agency Name:	EDUCATION, DEPARTMENT OF
Funding Office ID:	EF	Funding Office Name:	OIG - OFFICE OF INSPECTOR GENERAL
Funded By Foreign Entity:	<input type="checkbox"/>	Reason For Inter-Agency Contracting:	Select One
Contractor Information		Socio Economic Data	
CCR Exception:		<input type="button" value="Remove Exception"/>	
Vendor Name:	GLOCK INC		
DBAN:			
Street:	6000 HIGHLANDS PKWY SE		
Street2:			
City:	SMYRNA		
State:	GA	Zip:	300827204
Congressional District:	GEORGIA 13		
Country:	UNITED STATES		
Phone:			
Fax No:			
DUNS No:	1480994500000		
Contractor Name From Contract:	GLOCK INC		
		<input type="checkbox"/> Veteran Owned <input type="checkbox"/> 8(a) Firm <input type="checkbox"/> Hub Zone <input type="checkbox"/> SDB <input type="checkbox"/> JWOD (Sheltered Workshop) <input type="checkbox"/> HBCU <input type="checkbox"/> Educational Institution <input type="checkbox"/> Women Owned	<input type="checkbox"/> Asian Pacific <input type="checkbox"/> Service Disabled Vet <input type="checkbox"/> Local Government <input type="checkbox"/> Minority Institution <input type="checkbox"/> American Indian <input type="checkbox"/> State Government <input type="checkbox"/> Federal Government <input type="checkbox"/> Minority Owned Business
		<input type="checkbox"/> Tribal Government <input type="checkbox"/> Black Owned <input type="checkbox"/> Native American <input type="checkbox"/> Asian Indian <input type="checkbox"/> Non-Profit Organization <input type="checkbox"/> Hispanic Owned <input type="checkbox"/> Emerging Small <input type="checkbox"/> Hospital	
		Organization Type: CORPORATE NOT TAX Number of Employees: 153 Annual Revenue: \$1	
Contract Data			
Type of Contract:	Fixed Price		
Multi Year Contract:	<input type="checkbox"/>		
Major Program:			
National Interest Action:	None		
Cost Or Pricing Data:	Select One		
Purchase Card Used As Payment Method:	<input type="checkbox"/>		
Letter Contract:	<input type="checkbox"/>		
Performance Based Service Acquisition:	<input type="checkbox"/>		
* FY 2004 and prior; 80% or more specified as performance requirement * FY 2005 and later; 50% or more specified as performance requirement			
Contingency Humanitarian Peace keeping Operation:	Select One		

Contract Financing:	Select One	
Cost Accounting Standards Clause:	<input type="checkbox"/>	
Number Of Actions:	1	
Consolidated Contract:	<input type="checkbox"/>	
Legislative Mandates		
Clinger Cohen Act:	<input type="checkbox"/>	Principal Place Of Performance
Service Contract Act:	<input type="checkbox"/>	Principal Place Of Performance Code (State, Location, Country):
Walsh-Healey Act:	<input type="checkbox"/>	Principal Place Of Performance County Name:
Davis Bacon Act:	<input type="checkbox"/>	Principal Place Of Performance City Name:
		Congressional District Place Of Performance:
		Place Of Performance Zip Code(+4):
		USPS ZIP Codes
Product Or Service Information		
Product/Service Code:	1005	Description: GUNS, THROUGH 30 MM
Principal NAICS Code:	332994	Description: SMALL ARMS MANUFACTURING
Bundled Contract:	Select One	
System Equipment Code:		Description:
Country of Product or Service Origin:		
Place of Manufacture:	Select One	
Use Of Recovered Material:	Select One	
InfoTech Commercial Item Category:	Select One	
Claimant Program Code:		Description:
Sea Transportation:	Select One	
GFE/GFP Provided Under This Action:	<input type="checkbox"/>	
Use Of EPA Designated Products:	Select One	
Description Of Requirement: (4000 characters)		
Competition Information		
Extent Competed For Referenced IDV:		
Extent Competed:	Full and Open Competition	
Solicitation Procedures:	Simplified Acquisition	
Type Of Set Aside:	No set aside used.	
Evaluated Preference:	No Preference used	
SBIR/STTR:	Select One	
Statutory Exception To Fair Opportunity:	Select One	
Reason Not Competed:	Select One	
Local Area Set Aside:	No	
Number Of Offers Received:	2	Pre Award FBO Synopsis: <input type="checkbox"/>
Small Business Competitiveness Demonstration Program:	<input type="checkbox"/>	SBA/OFPP Synopsis Waiver Pilot: <input type="checkbox"/>
Commercial Item Test Program:	<input type="checkbox"/>	Alternative Advertising: <input type="checkbox"/>
Commercial Item Acquisition Procedures:	<input type="checkbox"/>	A76 Action: <input type="checkbox"/>
Preference Programs / Other Data		
Contracting Officer's Business Size Selection:	Small Business	
Subcontract Plan:	Select One	
Price Evaluation Percent Difference:	%	
Reason Not Awarded To Small Disadvantaged Business:	Select One	
Reason Not Awarded To Small Business:	Select One	

GLOCK, Inc.

USA



GLOCK, Inc., Post Office Box 369
Smyrna, Georgia 30081 USA

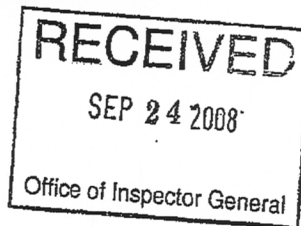
Tel. (770) 432-1202
Fax (770) 433-8719

US Education - Chicago
Region 5
500 West Madison St, Ste 1414
Chicago, IL
60661

Customer : 30963
FFL No. : Law Enforcement Agency
Tax Number :
Del. Terms :
Del. Date : 09/16/2008
Forw. Agent: Fedex 2Day (D&I)
Customer PO:
Attn : SA (b) (6), (b) (7)(C)

Delivery Address:
US Education - Chicago
Region 5/Insp. General Office
500 West Madison St, Ste (b) (6), (b) (7)(C)
Chicago, IL
60661

INVOICE



Invoice No.	Date	Order Number	Contact	Page
SLS/ 447184	09/16/2008	390468	176	1

Pos	Deliv	Item Number
No.	Qty.	Item Description

US Education Contract No.: ED-08-PO-0885

FPD: Destination

Send payment to the attention of:

(b) (6)

Notify the following individual in
event of defective invoice:

(b) (6)

ED08PO088
Receipt Acc EFD BROWN 10/23/08
Whish Approved - No Hold
ad 10/23/08

5 10 PN1550602

Serial Numbers

T35761

GLOCK 17T 9x19 US TNS 5.5lb LE

472.00/pc

- T35770

4,720.00

FFL#: 1-58-067-08-9M-21808
FEDERAL TAX PAYER ID#: 58-1652822
GA STATE SALES TAX#: 033-24-33264-2

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 11 PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER APR 09, 2010	2. CONTRACT NO. (If any) TSB200700001	6. SHIP TO: a. NAME OF CONSIGNEE Ult Dest: EDOIGC	
3. ORDER NO. ED-OIG-10-O-0037	4. REQUISITION/REFERENCE NO. EDOOIG-10-000005	b. STREET ADDRESS See Schedule	
5. ISSUING OFFICE (Address correspondence to) CPOA Contracts & Acquisitions Mgt., Group A, 550 12th St SW - 7th Floor Washington, DC, 20202-4210, USA		c. CITY	d. STATE e. ZIP CODE
7. TO: 00014409 TIN: 581652822 DUNS: 148099450		f. SHIP VIA	

a. NAME OF CONTRACTOR GLOCK INC	8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
b. COMPANY NAME	REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
c. STREET ADDRESS 6000 HIGHLANDS PKWY SE	d. CITY SMYRNA	e. STATE GA	f. ZIP CODE 300827204

9. ACCOUNTING AND APPROPRIATION DATA See Schedule	10. REQUISITIONING OFFICE OOIG
--	-----------------------------------

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	12. F.O.B. POINT Destination
--	---------------------------------

13. PLACE OF a. INSPECTION b. ACCEPTANCE	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) MAY 12, 2010	16. DISCOUNT TERMS 0% 0 Days Net 30
--	------------------------	---	--

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	See Continuation Page For Line Item Details					

SEE BILLING INSTRUCTION S ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	\$3,200.00	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO: CAM-EMAIL				
	a. NAME			\$3,200.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) Invoices shall be electronically mailed to: ocfocaminvoicing@ed.gov				
c. CITY			d. STATE DC	e. ZIP CODE	

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Sherese Lewis 202-245-6235 TITLE: CONTRACTING/ORDERING OFFICER
---	---

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PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 3/2005)
Prescribed by GSA/FAR 48 CFR 53.213(e)

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0001	<p>PLEASE REFERENCE U.S. CAPITOL POLICE CONTRACT NUMBER: TSB200700001 FOR USE WITH THIS PURCHASE ORDER AT THE CONTRACT PRICE OF \$320 PER WEAPON.</p> <p>GLOCK, INC. CONTACT: (b) (6) GLOCK, INC. 6000 HIGHLAND PARKWAY SMYRNA, GA 30082-5194 (770) 432-1202</p> <p>GLOCK MODEL 27 .40 S&W CALIBER PISTOLS EACH PISTOL PURCHASED INCULDES THE STANDARD 5.5 POUND TRIGGER PULL, SIX (6) MAGAZINES AND TRIJICON NIGHT SITES</p> <p>Accounting and Appropriation Data: 1400A2010.A.2010.EFD51000.647.3103F.000.000.0000.000000 \$3,200.00 PR NUMBER: EDOOIG-10-000005 SHIP TO: U.S. Department of Education Office of Inspector General 500 West Madison Street - Suite 1414 Chicago IL 60661 FOB : Destination</p>	10.00	EA	320.00	3,200.00

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SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B. 1 301-10 PROVISION FOR PRICING AND PAYMENT (ALTERNATE I) (AUGUST 1985)

The total fixed price of this contract is \$3,200.00 . Payment of that amount shall be made in accordance with the incorporated General Provision entitled "Payments" or "Payments under Fixed-Price Research and Development Contracts," whichever is applicable, and with any other supplementary payment scheme which may be otherwise negotiated and specified.

B. 2 306-1a INVOICE AND CONTRACT FINANCING REQUESTS SUBMISSION (ALTERNATE I) (JAN 2007)

(A) Payments shall be rendered in accordance with the payments clause(s) of the incorporated contract clause section and with those otherwise specified rated or fixed price amounts. (B) The contractor shall submit invoices electronically as an attachment to a message to OCFOCAMINVOICING@ED.GOV. The subject area of the message shall contain the invoice number, contract number, and contract specialist's name. The electronic copy of the invoice shall be in a format that is supported by Microsoft Office (Microsoft Word or Excel), or Adobe Acrobat (.pdf). The contract specialist is Holly Le. E-mail: holly.le@ed.gov, Telephone: (202) 245-6070

SECTION D
PACKAGING AND MARKING

D. 1 303-1 SHIPMENT AND MARKING (MARCH 1986)

- (a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract. (b) Ship deliverable items to: U.S. Department of Education, Office of the Inspector General, 500 West Madison Street - Suite (b) (6), (b) (7)(C), Chicago, IL 60661
- (c) Mark deliverables for: Special Agent (b) (6), (b) (7)(C)

SECTION E
INSPECTION AND ACCEPTANCE

E. 1 304-1 INSPECTION AND ACCEPTANCE (FEBRUARY 1985)

Pursuant to the inspection clause, Section I, final inspection and acceptance of all contracted items shall be made by the Contracting Officer.

SECTION G
CONTRACT ADMINISTRATION DATA

G. 1 306-5 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (FEB 2006)

(a) The Contracting Officer's Representative (COR) is responsible for the technical aspects of the project, technical liaison with the Contractor, and any other responsibilities that are specified in the contract. These responsibilities include inspecting all deliverables, including reports, and recommending acceptance or rejection to the Contracting Officer. (b) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor requests for changes shall be submitted in writing directly to the Contracting Officer or through the COR. No such changes shall be made without the written authorization of the Contracting Officer. (c) The COR's name and address: Estelita Proctor 550 12th St S.W., PCP-8168 Washington, DC 20202 Telephone: (202) 245-6795 E-mail: estelita.proctor@ed.gov The COR may be changed by the Government at any time, but notification of the change, including the name and address of the successor COR, will be provided to the Contractor by the Contracting Officer in writing.

G. 2 306-8 CONTRACT ADMINISTRATOR (FEB 1985)

The Contractor shall designate one individual to be contacted during the period of the contract for prompt contract administration. (b) (6) Glock, Inc. P.O. Box 369 Smyrna, Georgia 30081 Telephone: (770) 432-1202, E-mail: (b) (6)@glock.us

SECTION H SPECIAL CONTRACT REQUIREMENTS

H. 1 PurchaseOrder PURCHASE ORDER TERMS AND CONDITIONS

If this is a "Purchase Order", the following clauses are incorporated by reference with the same force and effect as if they were given full text.

Upon request, the contracting officer will make their full text available. (If "Delivery Order" is checked, the order is subject to the terms and conditions of the contract under which it is/was placed.) If any clause referenced below has been superseded, or changed as a result of an authorized deviation, its replacement or the text of the deviation will be shown in the body of the purchase order or in an attachment. Otherwise, the clause text shall be as it appears in the referenced regulation for the

date shown. The derivation of these clauses is the Federal Acquisition Regulation (48 CFR Chapter 1) and the Education Acquisition Regulation (48 CFR Chapter 4). Some of the following clauses are limited in their applicability to the order by the conditions shown in a parenthetical remark after the clause date. This list of clauses may be supplemented by the contracting officer.

GENERAL. The following clauses apply to all purchase orders:

52.203-3	Gratuities (APR 1984) (NA to personal services.)	
52.203-5	Covenant Against Contingent Fees (APR 1984)	
52.203-6	Restrictions on Subcontractor Sales to Govt (SEP 2006)	
52.203-7	Anti-Kickback Procedures (JULY 1995)	
52.204-7	Central Contractor Registration (APR 2008)	
52.222-3	Convict Labor (JUN 2003) (Unless precluded by FAR 22.2)	
52.232-1	Payments (APR 1984) (NA to personal services.)	
52.232-8	Discounts for Prompt Payment (FEB 2002)	
52.232-11	Extras (APR 1984)	
52.232-25	Prompt Payment (OCT 2008)	
52.232-33	Payment by Electronic Funds Transfer--Central Contractor	Registration (OCT 2003)
52.233-1	Disputes (JUL 2002)	
52.233-3	Protest After Award (AUG 1996)	

52.246-1 Contractor Inspection Requirements (APR 1984)

Additional clauses that apply when applicable:

52.204-3 Taxpayer Identification (OCT 1998) (Applicable if Block 9c is marked "Yes".)

52.211-16 Variation in Quantity (APR 1984) (Variations, if any, will be stated in the text of the order.)

52.213-2 Invoices (APR 1984) (Applicable when advance payments are authorized for subscriptions and other pubs.)

52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (MAY 2004) (Applicable to orders over \$10,000 except personal services.)

52.222-4 Contract Work Hours and Safety Standards Act -Overtime Compensation - General (JUL 2005) (Applicable to orders over \$2,500 unless precluded by FAR 22.3)

52.222-26 Equal Opportunity (MAR 2007) (Applicable if an order, or aggregate orders in a year, exceeds \$10,000.)

52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (SEP 2006) (Orders of \$10,000 or more.)

52.222-36 Affirmative Action for Workers With Disabilities (JUN 1998) (Applicable to orders over \$2,500.)

52.222-37 Employment Reports on Special Disabled Veterans and Vets of the Vietnam Era (SEP 2006) (Orders of \$10,000 or more.)

52.223-6 Drug-Free Workplace (MAY 2001) (Applicable to orders within individuals.)

52.227-19 Commercial Computer Software License (DEC 2007) (Applicable to orders for commercial software.)

52.232-23 Assignment of Claims (JAN 1986) (May be applicable to orders over \$1,000.)

EQUIPMENT AND SUPPLIES. Additional clauses applicable to the purchase of equipment and supplies:

52.222-20 Walsh-Healey Public Contracts Act (DEC 1996) (Applicable to orders over \$10,000 unless exempt by statute or regulation.)

52.225-1 Buy American Act - Supplies (FEB 2009)

52.243-1 Changes - Fixed Price (AUG 1987)

52.247-34 F.O.B. Destination (NOV 1991)

52.247-35 F.O.B. Destination within Consignee's Premises (APR 1984) (Applicable if "inside delivery" is specified.)

52.249-1 Termination for Convenience of the Government (Fixed Price) (Short Form) (APR 1984)

SERVICES. Additional clauses applicable to purchase of services:

52.222-41 Service Contract Act of 1965, as Amended (NOV 2007) (Applicable to orders over \$2,500 for services subject to the Act.)

52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989) (If applicable,
rates shown in text of order.)

52.222-44 Fair Labor Standards Act and Service Contract Act - Price Adjustment (FEB
2002)

52.243-1 Changes - Fixed Price (AUG 1987), Alternate I (APR 1984)

52.249-4 Termination for Convenience of the Government (Services) (Short Form) (APR 1984)

52.249-5 Termination for Convenience of the Government (SEPT 1996) (For Educational and
Other Non-Profit Inst.)

PERSONAL SERVICES. Substitute the following if personal services:

52.249-12 Termination (Personal Services) (APR 1984)

52.232-3 Payments Under Personal Services Contracts (APR 1984)

REQUISITION FOR SUPPLIES/SERVICE				REQ. DATE	PAGE	OF
				MAR 11, 2010	1	2
1. REQUISITION NO. EDOOIG-10-000005	2. PRIORITY	3. AMOUNT 3,200.00	4. DELIVERY DATE		5. FUNDS AVAILABLE	
6. CONTACT (Name and Phone) Deborah A. Oliver (214) 661-9524		7. AUTHORIZED BY		<input checked="" type="checkbox"/> Funds Available	SAF	
8. CONTRACT/IDC NO.						
9. PURCHASE FOR U.S. Department of Education Office of Inspector General 500 West Madison Street - Suite 1414 Chicago IL 60661		10. DEPT	11. FUND	12. PROJECT	13. FSC	
14. ACCOUNTING AND APPROPRIATION DATA See Schedule						
15a. DELIVER TO See Schedule		16. FUND CERTIFYING OFFICIAL				
15b. SUPPLEMENTAL ADDRESS		17. VENDOR GLOCK INC 6000 HIGHLANDS PKWY SE SMYRNA GA 300827204				
18. PURPOSE GLOCK 27 .40 S&W CALIBER PISTOLS FOR OFFICE OF INSPECTOR GENERAL. AN OFFICE OF INVESTIGATIONS REQUIREMENT FOR SPECIAL AGENTS						

ITEM OR FORM NO. (19)	DESCRIPTION (20)	QUANTITY (21)	UNIT (22)	UNIT PRICE (23)	AMOUNT (24)	
	Please See Continuation Page for Line Item Details					



UNITED STATES DEPARTMENT OF EDUCATION
OFFICE OF INSPECTOR GENERAL
INVESTIGATION SERVICES

Chicago Office
500 W. Madison Street, Suite 1414
Chicago, IL 60661-4544
Phone (312) 730-1630
Fax (312) 730-1550

Dallas Office
1999 Bryan Street, Suite 1440
Dallas, TX 75201-6817
Phone (214) 661-9530
Fax (214) 661-9589

Kansas City Office
8930 Ward Parkway, Suite 2401
Kansas City, MO 64114-3302
Phone (816) 268-0530
Fax (816) 268-0526

MEMORANDUM

Date: March 9, 2010

To: Holly Le

From: (b) (6), (b) (7)(C)

Subject: Brand name justification for Glock Model 27 pistol purchase

Special Agents (Criminal Investigators) of the Office of Inspector General, U.S. Department of Education (OIG) must successfully complete and graduate from the ten-week basic criminal investigator training course at the U.S. Department of Homeland Security's Federal Law Enforcement Training Center (FLETC), Glynco, Georgia. While in the basic criminal investigator training course OIG Special Agents receive training on and must qualify with the Glock Model 22 or Model 23 .40 S&W caliber pistol. Upon return to the field office, each OIG Special Agent is assigned a Glock Model 22, Model 23 or Model 27 pistol. All three of these Glock models are .40 S&W caliber pistols, but each is a different sized frame, with the Model 27 being the smallest, the Model 23 the mid-size, and the Model 22 the large-frame pistol. Special Agents choose a size pistol with which they are most comfortable.

The OIG has been purchasing and issuing Glock Model 22, 23 and 27 pistols since October 2001. The OIG does not own or issue any other type or manufacture of pistol. Glock pistols are the most common pistols issued to federal, state and local law enforcement officers. OIG Special Agents are trained in the safe handling and use of Glock pistols from basic training forward.

Due to an increase in hiring the OIG is in need of ten additional Glock Model 27 pistols to issue to Special Agents who request that model.



UNITED STATES DEPARTMENT OF EDUCATION
OFFICE OF INSPECTOR GENERAL
INVESTIGATION SERVICES

Chicago Office
500 W. Madison Street, Suite 1414
Chicago, IL 60661-4544
Phone (312) 730-1630
Fax (312) 730-1550

Dallas Office
1999 Bryan Street, Suite 1440
Dallas, TX 75201-6817
Phone (214) 661-9530
Fax (214) 661-9589

Kansas City Office
8930 Ward Parkway, Suite 2401
Kansas City, MO 64114-3302
Phone (816) 268-0530
Fax (816) 268-0526

MEMORANDUM

Date: January 29, 2010

To: William Hamel

From: (b) (6), (b) (7)(C)

Subject: Purchase of additional Glock Model 27 pistols

In October 2001 the OIG began issuing Glock Model 23 pistols to all Special Agents. The Model 23 is the mid-size pistol Glock manufactures in .40 caliber. The two other .40 caliber pistols made by Glock are the Model 27 (compact) and Model 22 (large frame). At the time the OIG also purchased 12 Glock Model 27 pistols to be used for undercover operations, and were not permanently assigned to any specific agents.

In October 2004 AIGI Thomas Sipes determined that the standard issue Model 23 may not always be the proper sized .40 caliber pistol for every agent. AIGI Sipes authorized the purchase of 23 additional Glock Model 27 pistols and 12 Glock Model 22 pistols. These pistols were made available to all agents. In 2006 ten additional Glock Model 22 pistols were purchased because the first 12 had been issued and none were available to issue to agents who requested them.

The OIG currently has 7 unassigned Glock Model 27 pistols. OIG owned pistols are currently assigned to 88 Special Agents. The OIG revised its authorized FTE ceiling for Special Agents to 103, thus it is hiring 15 agents. 26 agents are currently assigned Glock Model 27 pistols. Two Model 27 pistols are assigned as undercover weapons within two offices. Based upon historical data about one third of the Special Agents request Glock Model 27. Therefore it is likely that at least five of the newly hired Special Agents will request to be assigned the Glock Model 27, leaving two only as spare weapons to be assigned when a weapon breaks down or for an agent who wants to switch weapon size. Additionally Special Agents frequently request to switch to the Model 27 from the Model 23 or Model 22, and a small inventory of unassigned weapons is necessary to accommodate those requests.

The purchase of 10 additional Glock Model 27 pistols would bring the current unassigned inventory to 17 pistols, which will be immediately reduced as new agents are hired. The OIG has permission, as in the past, to use the contract held between the U.S. Capitol Police and Glock, Inc. to purchase the pistols at \$320 each. The total cost of the purchase would be \$3,200.00.

The Department of Education's mission is to promote student achievement and preparation for global competitiveness by fostering educational excellence and ensuring equal access.



UNITED STATES DEPARTMENT OF EDUCATION
OFFICE OF INSPECTOR GENERAL

Investigation Services

Date: February 1, 2010

To: Mary Mitchelson
Acting Inspector General

From: William D. Hamel *William D. Hamel*
Assistant Inspector General
for Investigations

Subject: Firearms Purchase Request

Attached for your consideration and approval please find three memos from Special Agent (b) (6), (b) (7)(C) [redacted] (b) (6), (b) (7)(C) [redacted] OIG's National Law Enforcement Coordinator that address immediate needs for Investigation Services. We are requesting to purchase 1) pistol replacement parts, 2) replacement/additional shotguns, and 3) additional pistols for the armory. I have reviewed these requests and discussed them at length with Special Agent (b) (6), (b) (7)(C) [redacted]. Based upon both my review and discussions with him, I modified the original request to reduce by ten the total number of shotguns requested from what was proposed and discussed with you at our last Monthly IG Briefing on January 25, 2010. This revised request only increases our overall shotgun inventory by eight. I believe the requested firearms and parts are essential for the safe, effective and efficient operations of Investigation Services. Please let me know if you have any questions about these requests.

ROUTING AND TRANSMITTAL SLIP

Date

2/1/10

TO: (Name, office symbol, room number, building, Agency/ Post)

Initials

Date

1. MARY MITCHELSON

mm 2/1/10

2.

3.

4.

5.

Action	File	Note and Return
<input checked="" type="checkbox"/> Approval	For Clearance	Per Conversation
<input type="checkbox"/> As Requested	For Correction	Prepare Reply
<input type="checkbox"/> Circulate	For Your Information	See Me
<input type="checkbox"/> Comment	Investigate	Signature
<input type="checkbox"/> Coordination	Justify	

REMARKS

Requests for purchases of bearings and parts.

Beef

Wanda I approve these purchases.
mm
2/1/10

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

FROM: (Name, org. symbol, Agency/ Post)

Room No. — Bldg.

William J. Rome

Phone No.

5041-103

OPTIONAL FORM 41 (Rev. 1-94)
Prescribed by GSA
UNICOR FPI - SST

Totals \$29,750



UNITED STATES CAPITOL POLICE
OFFICE OF FINANCIAL MANAGEMENT

March 2, 2010

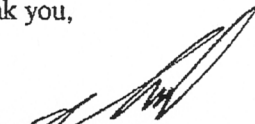
MEMORANDUM FOR (b) (6), (b) (7)(C) SPECIAL AGENT, UNITED
STATES DEPARTMENT OF EDUCATION OFFICE OF INSPECTOR
GENERAL

This is in reference to your memorandum dated February 2, 2010
requesting permission to utilize the United States Capitol Police contract, CO
TSB200700001 to purchase Glock handguns. This is to notify you that your
request is hereby approved. The following actions/limitations are in affect:

- 1) The following items are authorized to be purchased under this
request:
 - a. Glock 27 – 10 each
- 2) A copy of this notice is to accompany your order to Glock,
- 3) You must furnish this office with a copy of your order when it
is placed

If you have any questions please let me know.

Thank you,



Christopher C. Carlson
Senior Contract Specialist

Cc: Contract File

Oliver, Deborah

From: (b) (6), (b) (7)(C)
Sent: Thursday, March 11, 2010 9:43 AM
To: Oliver, Deborah
Subject: RE: GLOCKS

Yes that is an accurate description, thank you Debby.

From: Oliver, Deborah
Sent: Thursday, March 11, 2010 9:37 AM
To: (b) (6), (b) (7)(C)
Subject: FW: GLOCKS

Ok to go with this description? I'm leaving your name off the purchase request.

From: Oliver, Deborah
Sent: Thursday, March 11, 2010 7:19 AM
To: (b) (6), (b) (7)(C)
Subject: GLOCKS

I'm getting ready to do the purchase request for the Glock 27's. Is it the same description as the Glock 22?

Glock Model 27 .40 S&W Caliber Pistols
Each Pistol purchased includes the standard 5.5 pound
trigger pull, six (6) magazines and Trijicon Night Sites
*price includes 10% federal excise tax

And...should I leave your name off the shipping instructions? Just have the ship to address?

Thanks
Debby

Oliver, Deborah

From: (b) (6), (b) (7)(C)
Sent: Monday, February 22, 2010 10:25 AM
To: Oliver, Deborah
Subject: RE: GLOCK PURCHASE
Attachments: REF# 9939 USDOEd Remington quote.doc

Debby:

You are right, (b) (6), (b) (7)(C) did retire from Glock. The new law enforcement purchases contact at Glock is (b) (6), (b) (7)(C). He can be reached through the main number at (b) (6), (b) (7)(C). His email is (b) (6), (b) (7)(C)@glock.us. (b) (6), (b) (7)(C) gave me the U.S. Capitol Police contact, (b) (6), (b) (7)(C). His phone number is (b) (6), (b) (7)(C), his email is (b) (6), (b) (7)(C) @cap-police.senate.gov. I sent (b) (6), (b) (7)(C) an email requesting permission to use their contract on 2/9/2010, but have not received a response back. Let me know if you want me to follow up on that or if you're going to be calling him.

Attached is a quote from Remington for the shotguns. It has the detail for what is included on each shotgun. The ghost ring sights are part of the package; the slings and forend guards are separate purchases (add-on parts), not from Remington. I will get you part numbers/vendor names for the slings and guards.

(b) (6), (b) (7)(C)

From: Oliver, Deborah
Sent: Friday, February 19, 2010 2:08 PM
To: (b) (6), (b) (7)(C)
Subject: GLOCK PURCHASE

I'm putting together the purchase request for the Glocks and the shotguns. You stated that we can once again use the US Capitol Police contract for the purchase of the Glock 27. Do you have the contract # and contact name for the Capitol Police? I also need the Federal contact information at Glock because didn't (b) (6), (b) (7)(C) retire?

Once I have the Glock purchase request submitted to CAM I'll be contacting you about the shotguns because I'm going to need more info so you receive exactly what you require. For the shotguns, is the ghost ring sights a separate item like the slings and fore end hand guards that we can order separate from the weapon PO?

Thanks
Debby

Oliver, Deborah

From: Oliver, Deborah
Sent: Wednesday, March 17, 2010 7:39 AM
To: Hairfield, James
Subject: RE: GLOCK Purchase Request

Do they know this? lol

Thanks
Debby

From: Hairfield, James
Sent: Wednesday, March 17, 2010 7:37 AM
To: Oliver, Deborah
Subject: RE: GLOCK Purchase Request

Ms. Oliver,

Holly Le and Sherese Lewis will stay in close contact with you on this.

Jim Hairfield

From: Oliver, Deborah
Sent: Wednesday, March 17, 2010 8:04 AM
To: Hairfield, James
Subject: RE: GLOCK Purchase Request

Jim,

I received word late yesterday that both Bill Hamel, AIGI and Mary Mitchellson DIG, see no reason not to make the purchase at this time. However, they have requested that the shipping address not be included in any public accessible documents. I've also been asked to work with the contract specialist and CO and stay very involved in the process. I'm not sure what that means or how to comply with their request, do you have any suggestions? Once I've sent a purchase request forward I don't usually see anything until I'm sent a copy of the award. With that being said, please go forward with this purchase. I'm attaching the documents I have including the letter of consent from the Capitol Police Senior Contract Specialist, the contract # is in the memo, and name brand justification for the Glocks. Please let me know if you need anything further and what I can do to stay involved in the process.

Thanks,
Debby

From: Hairfield, James
Sent: Tuesday, March 16, 2010 6:38 AM
To: Oliver, Deborah
Cc: Lewis, Sherese; Le, Holly
Subject: RE: GLOCK Purchase Request

Ms. Oliver,

We'll hold until we hear back from you or Mr. Hamel. In the meantime can you provide any information on the U.S. Capitol Police contract (i.e. contract #, POC with the Capitol Police).

Thanks,
Jim Hairfield

From: Le, Holly
Sent: Monday, March 15, 2010 11:04 AM
To: Lewis, Sherese
Cc: Hairfield, James
Subject: FW: GLOCK Purchase Request

Sherese/Jim,

FYI.

Thanks,
Holly Le
(202) 245-6070

From: Oliver, Deborah
Sent: Monday, March 15, 2010 11:03 AM
To: Le, Holly
Cc: (b) (6), (b) (7)(C)
Subject: GLOCK Purchase Request

Holly,

I sent forward a purchase request for GLOCK 27 pistols March 11th using the U.S. Capitol Police contract with GLOCK. Is there a way to slow down the process until we hear back from William Hamel, Assistant Inspector General for Investigations on whether to proceed with this purchase at this time?

Thanks
Debby

Tracking:

Recipient
Hairfield, James

Read
Read: 3/17/2010 7:39 AM

ROUTING AND TRANSMITTAL SLIP

Date

2/1/10

TO: (Name, office symbol, room number,
building, Agency/Post)

Initials

Date

1. *MARY MITCHELSON**mm* 2/1/10

2.

3.

4.

5.

Action	File	Note and Return
<input checked="" type="checkbox"/> Approval	For Clearance	Per Conversation
<input type="checkbox"/> As Requested	For Correction	Prepare Reply
<input type="checkbox"/> Circulate	For Your Information	See Me
<input type="checkbox"/> Comment	Investigate	Signature
<input type="checkbox"/> Coordination	Justify	

REMARKS

Requests in purchases of firearms
and parts.

Beef
Wanda I approve these purchases
2/1/10

DO NOT use this form as a RECORD of approvals, concurrences, disposals,
clearances, and similar actions

FROM: (Name, org. symbol, Agency/Post)

Room No. -- Bldg.

William J. Rame

Phone No.

5041-103

OPTIONAL FORM 41 (Rev. 1-94)

Prescribed by GSA

UNSCOR FPI - SST

Totals \$29,750

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 15 PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER MAR 24, 2010		2. CONTRACT NO. (If any) ED-OIG-10-P-0084		6. SHIP TO: EDOIGC	
3. ORDER NO.		4. REQUISITION/REFERENCE NO. EDOOIG-10-000004		a. NAME OF CONSIGNEE Ult Dest: EDOIGC	
5. ISSUING OFFICE (Address correspondence to) CPOA Contracts & Acquisitions Mgt., Group A, 550 12th St SW - 7th Floor Washington, DC, 20202-4210, USA				b. STREET ADDRESS Office of Inspector General 500 West Madison Street - Suite 1414	
7. TO: 00014900 TIN: 510350935		c. CITY Chicago		d. STATE IL	e. ZIP CODE 60661
a. NAME OF CONTRACTOR DUNS: 001453216 REMINGTON ARMS COMPANY, LLC				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS P O BOX 700				<input checked="" type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY MADISON		e. STATE NC	f. ZIP CODE 270250700		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule Obligated Amount: \$17,300.79				10. REQUISITIONING OFFICE OOIG	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			12. F.O.B. POINT Destination		
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED			
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED			

13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) OCT 15, 2010		16. DISCOUNT TERMS 0% 0 Days Net 30	
a. INSPECTION	b. ACCEPTANCE						

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	See Continuation Page For Line Item Details					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$17,300.79	17(h) TOT . (Cont. pages)
21. MAIL INVOICE TO: CAM-EMAIL							
a. NAME						\$17,300.79	17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) Invoices shall be electronically mailed to: ocfocaminvoicing@ed.gov							
c. CITY				d. STATE DC	e. ZIP CODE		

22. UNITED STATES OF AMERICA BY (Signature) 

23. NAME (Typed)
Sherese Lewis 202-245-6235
TITLE: CONTRACTING/ORDERING OFFICER

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B. 1 301-10 PROVISION FOR PRICING AND PAYMENT (ALTERNATE I) (AUGUST 1985)

The total fixed price of this contract is \$17,300.39 .

Payment of that amount shall be made in accordance with the incorporated General Provision entitled "Payments" or "Payments under Fixed-Price Research and Development Contracts," whichever is applicable, and with any other supplementary payment scheme which may be otherwise negotiated and specified.

B. 2 306-1a INVOICE AND CONTRACT FINANCING REQUESTS SUBMISSION (ALTERNATE I) (JAN 2007)

(A) Payments shall be rendered in accordance with the payments clause(s) of the incorporated contract clause section and with those otherwise specified rated or fixed price amounts.

(B) The contractor shall submit invoices electronically as an attachment to a message to OCFOCAMINVOICING@ED.GOV. The subject area of the message shall contain the invoice number, contract number, and contract specialist's name. The electronic copy of the invoice shall be in a format that is supported by Microsoft Office (Microsoft Word or Excel), or Adobe Acrobat (.pdf).

The contract specialist is Holly Le. E-mail: holly.le@ed.gov, Telephone: (202) 245-6070

SECTION E
INSPECTION AND ACCEPTANCE

E. 1 304-1 INSPECTION AND ACCEPTANCE (FEBRUARY 1985)

Pursuant to the inspection clause, Section I, final inspection and acceptance of all contracted items shall be made by the Contracting Officer.

SECTION I CONTRACT CLAUSES

I. 1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009)

(a) "Inspection/Acceptance." The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) "Assignment." The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) "Changes." Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) "Disputes." This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) "Definitions." The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) "Excusable delays." The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) "Invoice."

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) "Taxes." The contract price includes all applicable Federal, State, and local taxes and duties.

(l) "Termination for the Government's convenience." The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) "Termination for cause." The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) "Title." Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) "Warranty." The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) "Limitation of liability." Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) "Other compliances." The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) "Compliance with laws unique to Government contracts." The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) "Order of precedence." Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) "Central Contractor Registration (CCR)."

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name

- (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (11)
 - (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).
 - (ii) Alternate I (Oct 2001) of 52.219-9.
 - (iii) Alternate II (Oct 2001) of 52.219-9.
- (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (13) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (14)
 - (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - (ii) Alternate I (June 2003) of 52.219-23.
- (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- X (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126).
- X (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (22) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (26) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (27)
 - (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
 - (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (29)
 - (i) 52.223-16, IBEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
 - (ii) Alternate I (Dec 2007) of 52.223-16.
- X (30) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).
- (31)
 - (i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L.

to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5). Applies to subcontracts funded under the Act.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) [Reserved].

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).


(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241 (b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

ORDER FOR SUPPLIES OR SERVICES						PAGE 1	OF 11	PAGES
IMPORTANT: Mark all packages and papers with contract and/or order numbers.								
1. DATE OF ORDER SEP 14, 2010		2. CONTRACT NO. (If any) TSB20070001		6. SHIP TO:				
3. ORDER NO. ED-OIG-10-O-0086		4. REQUISITION/REFERENCE NO. EDOOIG-10-000025		a. NAME OF CONSIGNEE Ult Dest: EDOIGC				
5. ISSUING OFFICE (Address correspondence to) CPOA Contracts & Acquisitions Mgt., Group A, 550 12th St SW - 7th Floor Washington, DC, 20202-4210, USA				b. STREET ADDRESS See Schedule				
7. TO: 00014409 TIN: 581652822				c. CITY		d. STATE	e. ZIP CODE	
a. NAME OF CONTRACTOR/DUNS: 148099450 GLOCK INC				f. SHIP VIA				
b. COMPANY NAME				8. TYPE OF ORDER				
c. STREET ADDRESS 6000 HIGHLANDS PKWY SE				<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
d. CITY SMYRNA		e. STATE GA	f. ZIP CODE 300827204		REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.			
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE OOIG				
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination				
<input type="checkbox"/> a. SMALL		<input checked="" type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED		<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED		<input type="checkbox"/> e. HUBZone		<input type="checkbox"/> f. EMERGING SMALL BUSINESS				
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) SEP 27, 2010		16. DISCOUNT TERMS 0% 0 Days Net 30		
a. INSPECTION		b. ACCEPTANCE						
17. SCHEDULE (See reverse for Rejections)								
ITEM NO. (e)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)		
	See Continuation Page For Line Item Details							
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.				
21. MAIL INVOICE TO: CAM-EMAIL								
a. NAME						\$3,200.00		17(h) TOT. (Cont. pages)
b. STREET ADDRESS (or P.O. Box) Invoices shall be electronically mailed to: ocfocaminvoicing@ed.gov						\$3,200.00		17(i) GRAND TOTAL
c. CITY		d. STATE DC	e. ZIP CODE					
22. UNITED STATES OF AMERICA BY (Signature) 				23. NAME (Typed) Sherese Lewis 202-245-6235 TITLE: CONTRACTING/ORDERING OFFICER				

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 3/2005)
Prescribed by GSA/FAR 48 CFR 53.213(e)

SUPPLEMENTAL INVOICING INFORMATION

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of \$ _____. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided; contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed \$10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected, ☐ accepted, ☐ received by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

SHIPMENT NUMBER	PARTIAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
	FINAL				
TOTAL CONTAINERS		GROSS WEIGHT	RECEIVED AT	TITLE	

REPORT OF REJECTIONS

[illegible]

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0001	<p>PLEASE REFERENCE U.S. CAPITOL POLICE CONTRACT NUMBER:TSB200700001 FOR USE WITH THIS PURCHASE ORDER.</p> <p>GLOCK MODEL G23 - GEN 4 - .40 CAL, WITH 2 MBS, FINGER GROOVE & RAIL FRAME, REVERSIBLE MAGAZINE RELEASE, TRIJICON NIGHT SIGHTS, 5.5LB TRIGGER PULL, & 6 - HIGH CAPACITY MAGAZINES PER PISTOL. Please reference quote 001-00-2804144. The total fixed price amount of this delivery order \$3,200.</p> <p>Accounting and Appropriation Data: 1400A2010.A.2010.EFD5I000.647.3103F.000.000.0000.000000 \$3,200.00 PR NUMBER: EDOOIG-10-000025 SHIP TO: U.S. Department of Education Office of Inspector General 500 West Madison Street - Suite 1414 Chicago IL 60661 FOB : Destination</p>	10.00	EA	320.00	3,200.00

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SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B. 1 301-10 PROVISION FOR PRICING AND PAYMENT (ALTERNATE I) (AUGUST 1985)

The total fixed price of this contract is \$3,200.00 . Payment of that amount shall be made in accordance with the incorporated General Provision entitled "Payments" or "Payments under Fixed-Price Research and Development Contracts," whichever is applicable, and with any other supplementary payment scheme which may be otherwise negotiated and specified.

B. 2 306-1a INVOICE AND CONTRACT FINANCING REQUESTS SUBMISSION (ALTERNATE I) (JAN 2007)

(A) Payments shall be rendered in accordance with the payments clause(s) of the incorporated contract clause section and with those otherwise specified rated or fixed price amounts. (B) The contractor shall submit invoices electronically as an attachment to a message to OCFOCAMINVOICING@ED.GOV. The subject area of the message shall contain the invoice number, contract number, and contract specialist's name. The electronic copy of the invoice shall be in a format that is supported by Microsoft Office (Microsoft Word or Excel), or Adobe Acrobat (.pdf). The contract specialist is Tracie Hull. E-mail: tracie.hull@ed.gov, Telephone: (202) 245-6285

SECTION D
PACKAGING AND MARKING

D. 1 303-1 SHIPMENT AND MARKING (MARCH 1986)

(a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract. (b) Ship deliverable items to: U.S. Department of Education Office of Inspector General 500 West Madison Street - Suite (b) (6), (b) (7)(C) Chicago IL 60661 (c) Mark deliverables for: Special Agent (b) (6), (b) (7)(C)

SECTION E
INSPECTION AND ACCEPTANCE

E. 1 304-1 INSPECTION AND ACCEPTANCE (FEBRUARY 1985)

Pursuant to the inspection clause, Section I, final inspection and acceptance of all contracted items shall be made by the Contracting Officer.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H. 1 PurchaseOrder PURCHASE ORDER TERMS AND CONDITIONS

If this is a "Purchase Order", the following clauses are incorporated by reference with the same force and effect as if they were given full text.

Upon request, the contracting officer will make their full text available. (If "Delivery Order" is checked, the order is subject to the terms and conditions of the contract under which it is/was placed.) If any clause referenced below has been superseded, or changed as a result of an authorized deviation, its replacement or the text of the deviation will be shown in the body of the purchase order or in an attachment. Otherwise, the clause text shall be as it appears in the referenced regulation for the

date shown. The derivation of these clauses is the Federal Acquisition Regulation (48 CFR Chapter 1) and the Education Acquisition Regulation (48 CFR Chapter 4). Some of the following clauses are limited in their applicability to the order by the conditions shown in a parenthetical remark after the clause date. This list of clauses may be supplemented by the contracting officer.

GENERAL. The following clauses apply to all purchase orders:

52.203-3	Gratuities (APR 1984) (NA to personal services.)	
52.203-5	Covenant Against Contingent Fees (APR 1984)	
52.203-6	Restrictions on Subcontractor Sales to Govt (SEP 2006)	
52.203-7	Anti-Kickback Procedures (JULY 1995)	
52.204-7	Central Contractor Registration (APR 2008)	
52.222-3	Convict Labor (JUN 2003) (Unless precluded by FAR 22.2)	
52.232-1	Payments (APR 1984) (NA to personal services.)	
52.232-8	Discounts for Prompt Payment (FEB 2002)	
52.232-11	Extras (APR 1984)	
52.232-25	Prompt Payment (OCT 2008)	
52.232-33	Payment by Electronic Funds Transfer--Central Contractor	Registration (OCT
2003)		
52.233-1	Disputes (JUL 2002)	
52.233-3	Protest After Award (AUG 1996)	

52.246-1 Contractor Inspection Requirements (APR 1984)

Additional clauses that apply when applicable:

52.204-3 Taxpayer Identification (OCT 1998) (Applicable if Block 9c is marked "Yes".)

52.211-16 Variation in Quantity (APR 1984) (Variations, if any, will be stated in the text of the order.)

52.213-2 Invoices (APR 1984) (Applicable when advance payments are authorized for subscriptions and other pubs.)

52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (MAY 2004) (Applicable to orders over \$10,000 except personal services.)

52.222-4 Contract Work Hours and Safety Standards Act -Overtime Compensation - General (JUL 2005) (Applicable to orders over \$2,500 unless precluded by FAR 22.3)

52.222-26 Equal Opportunity (MAR 2007) (Applicable if an order, or aggregate orders in a year, exceeds \$10,000.)

52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (SEP 2006) (Orders of \$10,000 or more.)

52.222-36 Affirmative Action for Workers With Disabilities (JUN 1998) (Applicable to orders over \$2,500.)

52.222-37 Employment Reports on Special Disabled Veterans and Vets of the Vietnam Era (SEP 2006) (Orders of \$10,000 or more.)

52.223-6 Drug-Free Workplace (MAY 2001) (Applicable to orders within individuals.)

52.227-19 Commercial Computer Software License (DEC 2007) (Applicable to orders for commercial software.)

52.232-23 Assignment of Claims (JAN 1986) (May be applicable to orders over \$1,000.)

EQUIPMENT AND SUPPLIES. Additional clauses applicable to the purchase of equipment and supplies:

52.222-20 Walsh-Healey Public Contracts Act (DEC 1996) (Applicable to orders over \$10,000 unless exempt by statute or regulation.)

52.225-1 Buy American Act - Supplies (FEB 2009)

52.243-1 Changes - Fixed Price (AUG 1987)

52.247-34 F.O.B. Destination (NOV 1991)

52.247-35 F.O.B. Destination within Consignee's Premises (APR 1984) (Applicable if "inside delivery" is specified.)

52.249-1 Termination for Convenience of the Government (Fixed Price) (Short Form) (APR 1984)

SERVICES. Additional clauses applicable to purchase of services:

52.222-41 Service Contract Act of 1965, as Amended (NOV 2007) (Applicable to orders over \$2,500 for services subject to the Act.)

52.222-42	Statement of Equivalent Rates for Federal Hires (MAY rates shown in text of order.)	1989) (If applicable,
52.222-44	Fair Labor Standards Act and Service Contract Act - 2002)	Price Adjustment (FEB
52.243-1	Changes - Fixed Price (AUG 1987), Alternate I (APR 1984)	
52.249-4	Termination for Convenience of the Government	(Services) (Short Form) (APR 1984)
52.249-5	Termination for Convenience of the Government (SEPT 1996) (For Other Non-Profit Inst.)	Educational and

PERSONAL SERVICES. Substitute the following if personal services:

52.249-12	Termination (Personal Services) (APR 1984)
52.232-3	Payments Under Personal Services Contracts (APR 1984)

REQUISITION FOR SUPPLIES/SERVICE				REQ. DATE	PAGE	OF
				AUG 19, 2010	1	2
1. REQUISITION NO. EDOOIG-10-000025	2. PRIORITY	3. AMOUNT 3,200.00	4. DELIVERY DATE		5. FUNDS AVAILABLE	
6. CONTACT (Name and Phone) Deborah A. Oliver (214) 661-9524		7. AUTHORIZED BY		<input checked="" type="checkbox"/> Funds Available <input type="checkbox"/> SAF		8. CONTRACT/IDC NO.
9. PURCHASE FOR U.S. Department of Education Office of Inspector General 500 West Madison Street - Suite 1414 Chicago IL 60661		10. DEPT EDOIGC	11. FUND	12. PROJECT	13. FSC 1005	
15a. DELIVER TO See Schedule		14. ACCOUNTING AND APPROPRIATION DATA See Schedule				
15b. SUPPLEMENTAL ADDRESS		16. FUND CERTIFYING OFFICIAL				
		17. VENDOR GLOCK INC 6000 HIGHLANDS PKWY SE SMYRNA GA 300827204				
		00014409				
18. PURPOSE GLOCK G23 GEN 4 .40 CAL PISTOLS FOR OFFICE OF INSPECTOR GENERAL. AN OFFICE OF INVESTIGATIONS REQUIREMENT FOR SPECIAL AGENTS.						

ITEM OR FORM NO. (19)	DESCRIPTION (20)	QUANTITY (21)	UNIT (22)	UNIT PRICE (23)	AMOUNT (24)
	Please See Continuation Page for Line Item Details				

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>PLEASE REFERENCE U.S. CAPITOL POLICE CONTRACT NUMBER:TBS200700001 FOR USE WITH THIS PURCHASE ORDER AT THE CONTRACT PRICE OF \$320 PER WEAPON. GLOCK, INC. CONTACT: (b) (6) AT GLOCK, INC. 6000 HIGHLANDS PARKWAY, SMYRNA, GA 30082-5194 (b) (6)</p> <p>GLOCK MODEL G23 - GEN 4 - .40 CAL, WITH 2 MBS, FINGER GROOVE & RAIL FRAME, REVERSIBLE MAGAZINE RELEASE, TRIJICON NIGHT SIGHTS, 5.5LB TRIGGER PULL, & 6 - HIGH CAPACITY MAGAZINES PER PISTOL.</p> <p>Accounting and Appropriation Data: 1400A2010.A.2010.EFD5I000.647.3103F.000.000.0000.000000 \$3,200.00 SHIP TO: U.S. Department of Education Office of Inspector General 500 West Madison Street - Suite 1414 Chicago IL 60661 FOB : Destination</p>	10.00	EA	320.00	3200.00



UNITED STATES DEPARTMENT OF EDUCATION
OFFICE OF INSPECTOR GENERAL
INVESTIGATION SERVICES

Chicago Office
500 W. Madison Street, Suite 1414
Chicago, IL 60661-4544
Phone (312) 730-1630
Fax (312) 730-1550

Dallas Office
1999 Bryan Street, Suite 1440
Dallas, TX 75201-6817
Phone (214) 661-9530
Fax (214) 661-9589

Kansas City Office
8930 Ward Parkway, Suite 2401
Kansas City, MO 64114-3302
Phone (816) 268-0530
Fax (816) 268-0526

MEMORANDUM

DATE: May 28, 2010

TO: William Hamel
AIGI

FROM: (b) (6), (b) (7)(C)
Special Agent
Law Enforcement Coordinator
Region V, Chicago

SUBJECT: Request to purchase ten Glock Generation 4 pistols

Special Agents of the OIG have been issued Glock .40 caliber pistols in three models, the Glock 22, Glock 23, and Glock 27 since 2001. All three models have performed as required with expected maintenance or repair. Special Agents have generally demonstrated a very high level of marksmanship and weapons handling skills with the Glock model pistols.

A number of OIG Special Agents who are left-hand dominant have voiced concerns about the current inventory of Glock pistols not being capable of moving the magazine release button from the left side of the pistol to the right side. The magazine release is positioned on the left side of the current OIG Glock pistols and, unlike some pistol models made by other manufacturers, cannot be moved to the other side of the pistol, where a left-handed shooter can more easily manipulate the magazine release with his or her shooting-hand thumb. With the current OIG Glock pistols a left-handed shooter must reposition his or her left (shooting) hand and use the left index (trigger) finger to activate the magazine release. The concern of the left-handed shooter is the need to adjust his or her grip on the pistol and the repositioning of the shooting hand to activate the magazine release to perform a reload. A right-handed shooter can generally maintain a consistent grip on the pistol with the shooting (right) hand and manipulate the trigger if needed while activating the magazine release with the right-hand thumb to perform a reload. The safety concern arises during that short time that the left-handed shooter has to effectively lessen control of the pistol while trying to manipulate the magazine release with the shooting hand trigger finger. The OIG has decided against purchasing an additional weapon made by another manufacturer to accommodate the left-handed agents.

Glock, Inc. has recently introduced a new configuration of its .40 caliber pistols, called the Generation 4 pistols. With these pistols Glock, Inc. has redesigned the Glock Model 22 (full

size) and Glock Model 23 (mid-size) to include, among other changes, a reversible magazine release button. The magazine release button on the Generation 4 models 22 and 23 can be changed from the left side of the pistol to the right side to accommodate the left-handed shooter. Glock is not designing a Generation 4 pistol in the Model 27.

The purchase of a limited number of Glock Generation 4 models 22 and 23 pistols to issue to left-handed Special Agents would immediately address the concerns voiced by those agents. The purchase of a total of 10 pistols, 3 model 22's and 7 Model 23's, would be sufficient at this time.

The Glock Generation 4 Models 22 and 23 were recently included in the purchasing contract between Glock, Inc. and the U.S. Capitol Police. Agencies outside the U.S. Capitol Police, including the ED-OIG, are allowed to purchase pistols from this contract. The OIG has made purchases from this contract in the past.

The contract price of the pistols is \$320.00 each for both models, and includes Tritium night sights and 6 magazines with each pistol. The total cost of this request would be \$3,200.00.

No additional costs would be incurred as a result of this purchase.



UNITED STATES CAPITOL POLICE
OFFICE OF FINANCIAL MANAGEMENT

June 24, 2010

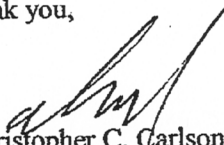
MEMORANDUM FOR (b) (6), (b) (7)(C) DEPARTMENT OF EDUCATION -
OIG

This is in reference to your request dated June 17, 2010 requesting permission to utilize the United States Capitol Police contract, CO TSB200700001 to purchase Glock weapons. This is to notify you that your request is hereby approved. The following actions/limitations are in affect:

- 1) This authorization only covers the Glock 23 (10 each),
- 2) A copy of this notice is to accompany your order to Glock,
- 3) You must furnish this office with a copy of your order when it is placed

If you have any questions please let me know.

Thank you,


Christopher C. Carlson
Senior Contract Specialist

Cc: Contract File



UNITED STATES DEPARTMENT OF EDUCATION
OFFICE OF INSPECTOR GENERAL
INVESTIGATION SERVICES

Chicago Office
500 W. Madison Street, Suite 1414
Chicago, IL 60661-4544
Phone (312) 730-1630
Fax (312) 730-1550

Dallas Office
1999 Bryan Street, Suite 1440
Dallas, TX 75201-6817
Phone (214) 661-9530
Fax (214) 661-9589

Kansas City Office
8930 Ward Parkway, Suite 2401
Kansas City, MO 64114-3302
Phone (816) 268-0530
Fax (816) 268-0526

MEMORANDUM

Date: August 19, 2010

From: (b) (6), (b) (7)(C)

Subject: Brand name justification for Glock Model 23 Generation 4 purchase

Special Agents (Criminal Investigators) of the Office of Inspector General, U.S. Department of Education (OIG) must successfully complete and graduate from the ten-week basic criminal investigator training course at the U.S. Department of Homeland Security's Federal Law Enforcement Training Center (FLETC), Glynco, Georgia. While in the basic criminal investigator training course OIG Special Agents receive training on and must qualify with the Glock Model 22 or Model 23 .40 S&W caliber pistol. Upon return to the field office, each OIG Special Agent is assigned a Glock Model 22, Model 23 or Model 27 pistol. All three of these Glock models are .40 S&W caliber pistols, but each is a different sized frame, with the Model 27 being the smallest, the Model 23 the mid-size, and the Model 22 the large-frame pistol. Special Agents choose a size pistol with which they are most comfortable.

The OIG has been purchasing and issuing Glock Model 22, 23 and 27 pistols since October 2001. The OIG does not own or issue any other type or manufacture of pistol. Glock pistols are the most common pistols issued to federal, state and local law enforcement officers. OIG Special Agents are trained in the safe handling and use of Glock pistols from basic training forward.

Due to an increase in hiring the OIG is in need of ten additional Glock Model 23 Generation 4 pistols to issue to Special Agents who request that model.

Oliver, Deborah

From: (b) (6), (b) (7)(C)
Sent: Thursday, August 12, 2010 10:58 AM
To: Oliver, Deborah
Subject: Glock 23 purchase info
Attachments: EDUCATION_OIG.pdf

Debby:

Attached is the approval from the U.S. Capitol Police to purchase ten Glock Model 23 pistols off of their contract. The cost is \$320.00 per pistol, with Trijicon night sights. With regard to these Glock Model 23's, we specifically want to purchase the 4th Generation models, which have some features that the old models did not (mainly a switchable magazine release for left-handed shooters). I have a call in with (b) (6), (b) (7)(C) at Glock; I asked him if we specifically need to request the 4th Generation model, or is that now the standard issue model. I hope to hear back from him today, and will let you know the answer.

(b) (6), (b) (7)(C) is the Glock federal government purchase contact. His direct number is (b) (6), (b) (7)(C). The main number at Glock is (770) 432-1202. The address is:

Glock, Inc.
6000 Highlands parkway
Smyrna, GA 30082
Fax (770) 433-8719

The shipping will be to me in Chicago.

(b) (6), (b) (7)(C)

Oliver, Deborah

From: (b) (6), (b) (7)(C)
Sent: Thursday, August 12, 2010 11:22 AM
To: Oliver, Deborah
Subject: Glock info

Debby:

I just spoke to (b) (6), (b) (7)(C) at Glock. On the order we will need to specify the Generation 4 version of the Glock Model 23 pistols. They are still making both models (the old version and new) and the new Generation 4 version has to be specifically requested. (b) (6), (b) (7)(C) sent me the following specifications to be on the PO:

Pistol: Model: G23 - Gen 4 - .40 CAL, with 2 MBS, Finger Groove & Rail Frame, Reversible Magazine Release, Trijicon Night Sights, 5.5lb Trigger Pull, & 6 - High Capacity Magazines Per Pistol

(b) (6), (b) (7)(C) contact info, again, is:

(b) (6), (b) (7)(C)
Federal Contract Officer
GLOCK, Inc.
(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)@Glock.US

(b) (6), (b) (7)(C)

OIG Operating Plan Change Request Form

Org Code/Office	EFI	Date Submitted	6/1/10
Requested By	Mike Deshields	Fiscal Year	2010

Type of Change (Check all that apply):



Transfer



Return of Funds

Additional Funds

Justification: The purpose of this request is to request a transfer of funds from EFI to EFD5I to purchase additional Glockes for left handed shooters.

Beginning Budget: _____ **Net Increase/Decrease:** \$ 3,500 **Ending Budget:** _____

MOVE FUNDS FROM:			MOVE FUNDS TO:		
Org Code	Object Class Code	Amount	Org Code	Object Class Code	Amount
EFI	253	\$3,500	EFD5I	3103	\$3,500

Upon form completion, submit request to the OIG Support Services Mailbox for processing. If returning funds to Headquarters (HQ) or transferring to a different Org Code, please coordinate your submission with your HQ Manager (i.e. S. Demmel, M. Deshields, & R. Dipasquale) before submitting to the OIG Support Services Mailbox for processing.

OIG Budget Team use only:

Completed by:

Date Completed:

Checklist:

☐

Operating Plan Completed

☐

BCS Budget Updated

☐

Funds Suballoted (if applicable)

☐

Notification of Completion sent to Requestor



UNITED STATES DEPARTMENT OF EDUCATION
OFFICE OF INSPECTOR GENERAL
INVESTIGATION SERVICE

MEMORANDUM

Date: July 31, 2013

To: Annette Lewis, Contracting Officer
Management Services

From: William D. Hamel /s/
Assistant Inspector General
for Investigation Services

Subject: Purchase of Firearms Using Government Contract DJA10D000010

The U.S. Department of Education, Office of Inspector General (ED/OIG), proposes to purchase the following firearms under the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) contract number DJA10D000010:

Glock Inc., Model 27, .40 Caliber Generation 4 Pistols;
Quantity of 30 at \$360.00 each = \$10,800.00

The Federal Acquisition Regulations (FAR) 16.505 (b)(2)(ii)(A) requires that for orders exceeding \$3,000, but not exceeding \$150,000, the contracting officer "document the basis for using an exception to the fair opportunity process."

The basis for the request for ED/OIG to make a direct purchase of the above listed firearm from Glock, Inc. under ATF contract number DJA10D000010 is as follows:

The Inspector General Act of 1978, as amended (IG Act), 5 U.S.C. app., §§ 2, 4, and 6, outlines the functions and mission of the Office of Inspector General. The authority to investigate violations of Titles 18, 20 and 42 of the U.S. Code, and other Federal criminal statutes related to programs of the U.S. Department of Education is concurrent with the Federal Bureau of Investigation (28 U.S.C. §533-535). The Attorney General's *Guidelines for OIG's with Statutory Law Enforcement Powers*, required by section 6(e)(4) of the IG Act, govern the exercise of law enforcement powers for statutory law enforcement OIGs.

Statutory law enforcement authority for special agents of the ED/OIG is granted by section 6(e)(1) of the Inspector General Act of 1978, as amended by section 812 of the Homeland Security Act of 2002, Public Law 107-296 (November 25, 2001)(IG ACT). Section 6(e)(1) provides the following:

400 MARYLAND AVE, S.W. WASHINGTON, D.C. 20202-1510

Our mission is to ensure equal access to education and to promote educational excellence through the Nation.

- (e)(1) In addition to the authority otherwise provided by this Act, each Inspector General appointed under section 2, any Assistant Inspector General for Investigations under such Inspector General, and any special agent supervised under such an Assistant Inspector General, are authorized by the attorney General to-
 - (A) carry a firearm while engaged in official duties as authorized under this Act or other statute, or as expressly authorized by the Attorney General

ED/OIG Manual, chapter 3210, section 4-1 and 4-6, states:

- All special agents will be issued one OIG handgun of the size each special agent deems most comfortable of Glock models 22, 23 or 27.
- All firearms acquired by the OIG will be transferred or purchased by the National Law Enforcement Coordinator with approval from the Assistant Inspector General for Investigations. The purchase of firearms by field offices is prohibited.

Based upon the above authority and ED/OIG policy, only Glock Model numbers 22, 23 or 27 firearms are authorized for use by ED/OIG special agents.

The prices under contract number DJA10D000010 is considered fair and reasonable based on the market research conducted internally. Additionally, to date there is a large backlog (up to and including 6 months or more) for orders placed by local firearms dealers with Glock Inc., for the same type of firearm. Further, the prices quoted for the same firearm were in excess of \$100 or more per firearm and in some cases could not be fulfilled by local dealers at all based on the current backlog of firearm orders with Glock Inc.

Based on the information above and in accordance with FAR 16.505(b)(2)(ii)(A), please allow for this exception to Fair Opportunity requirements.

Boone, Nichole (OIG)

From: Foster, Lisa
Sent: Wednesday, July 31, 2013 4:18 PM
To: Boone, Nichole (OIG)
Cc: Proctor, Estelita Y; Lewis, Annette
Subject: Fair Opportunity use ATF Glock Firearm Purchase
Attachments: Fair Opportunity Memo-ATF (Final).pdf; DJA10D000010 Mod#1 Glock Gun Contract (Standard Ordering Procedures).pdf; DJA10D000010 Mod#3 Glock (Updated Clins).pdf; DJA10D000010 Mod#3 Updated Clins.xlsx; DJA10D000010 Mod#4 Glock (Exercise Option Period #2).pdf

Good afternoon,

Attached is the letter we submitted to ATF for fair opportunity and below is the approval to use the ATF contract for purchase of the firearms. Also attached is all the documentation related to ATF's contract with Glock for the guns.

If we can get the paperwork ready to go on this so when we get funds we can go ahead I would appreciate it. Then once we get a confirmation of funds, we will place the order with Glock for these firearms.

Let me know if you have questions.

Lisa

From: James.M.Huff@usdoj.gov [mailto:James.M.Huff@usdoj.gov]
Sent: Wednesday, July 31, 2013 3:57 PM
To: Foster, Lisa
Cc: (b) (6), (b) (7)(C), Battad, Ryan; Richard.W.Fitzpatrick@usdoj.gov; (b) (6), (b) (7)(C)@glock.us
Subject: RE: Department of Education Office of Inspector General GWAC for pistols

Deliver request is approved, please make sure I receive a copy of the final order,

Take care,

Jim

From: Foster, Lisa [mailto:Lisa.Foster@ed.gov]
Sent: Wednesday, July 31, 2013 2:52 PM
To: Huff, James M.
Cc: (b) (6), (b) (7)(C), Battad, Ryan; Fitzpatrick, Richard W.; (b) (6), (b) (7)(C)@glock.us
Subject: RE: Department of Education Office of Inspector General GWAC for pistols

My apologies.

Attached is the corrected memo with accurate prices reflected per the contract.

Please let me know if you have any questions.

Thank you,
Lisa Foster
Special Agent in Charge
Headquarters Operations Division
400 Maryland Ave, S.W.
Washington, DC 20202

202-245-7058 (office)
202-245-7088 (fax)
Lisa.foster@ed.gov

From: Battad, Ryan
Sent: Wednesday, June 05, 2013 3:27 PM
To: Foster, Lisa
Cc: Trimmer, Letha; Evans, Nicole
Subject: FW: Department of Education Office of Inspector General GWAC for pistols
Importance: High

Ms. Lisa,

Per your request, below is the point of contact OIG's Contracting Officer will need to be in touch with to utilize ATF's Glock contract. Please pay close attention to the attached files, especially the excel file as the prices for the G27 is a bit higher (CLIN 2002), but it seems you get more (Please ensure you look at the Option Year 2 Pricing Sheet).

I can definitely help your office draft the documents required by Mr. Huff below. Please also let me know if there are any concerns/questions.

FYI/A.

v/r,

Ryan M. Battad

Ryan M. Battad
Contracting Officer
Operations Contracts Group
Contracts & Acquisitions Management
Office of the Chief Financial Officer
U.S. Department of Education
550 12th Street SW, Suite 7141
Washington, D.C. 20202-4200
ryan.battad@ed.gov
Tel: 202.245.6527
Fax: 202.245.6278

From: Huff, James M. [<mailto:James.M.Huff@usdoj.gov>]
Sent: Tuesday, May 21, 2013 6:41 AM
To: Evans, Nicole
Cc: Hopkins, Eugene; Fitzpatrick, Richard W.
Subject: Department of Education Office of Inspector General GWAC for pistols
Importance: High

Hi Nicole,

In order to approve your request for handguns the following must be submitted:

- (1) A fair opportunity documentation Far Part 16.505 must be submitted to me first before I can provide authorization to use either Gun contract. I also attached both contracts for your contracting officer to review. If there is an exception to the fair opportunity requirement I will need that form forwarded to me instead.

Prior to placing the delivery order against this contract the Contracting Officer (CO) must submit a written request for approval to the ATF Administrative Contracting Officer (ACO). The requesting agency must ensure after receiving written approval from the ACO that the procedures as outlined in the Federal Acquisition Regulation (FAR) Part 16.505 Ordering are adhered to. The fair opportunity determination must be provided to the ACO prior to final approval to place orders. Upon award, a copy of the task and/or delivery order shall be mailed or emailed to the ATF ACO at the address below.

- (2) Also since this is considered a Direct Acquisition Far Part 17.502, see below, my Chief Procurement Officer (CPO) requested that we receive a copy of your determination as to why you want to use the contract so we have something in our file and of course the Fair Opportunity memo. Upon receiving those memos I will grant your agency permission to use either gun contract. After these two (2) documents are done I will provide the authorization you will need to procure your guns.

Sorry for the inconvenience,

Jim

17.502 Procedures.

17.502-1 General.

(a) Determination of best procurement approach.

(1) *Assisted acquisitions.* Prior to requesting that another agency conduct an acquisition on its behalf, the requesting agency shall make a determination that the use of an interagency acquisition represents the best procurement approach. As part of the best procurement approach determination, the requesting agency shall obtain the concurrence of the requesting agency's responsible contracting office in accordance with internal agency procedures. At a minimum, the determination shall include an analysis of procurement approaches, including an evaluation by the requesting agency that using the acquisition services of another agency—

(i) Satisfies the requesting agency's schedule, performance, and delivery requirements (taking into account factors such as the servicing agency's authority, experience, and expertise as well as customer satisfaction with the servicing agency's past performance);

(ii) Is cost effective (taking into account the reasonableness of the servicing agency's fees); and

(iii) Will result in the use of funds in accordance with appropriation limitations and compliance with the requesting agency's laws and policies.

(2) *Direct acquisitions.* Prior to placing an order against another agency's indefinite-delivery vehicle, the requesting agency shall make a determination that use of another agency's contract vehicle is the best procurement approach. At a minimum, the determination shall include an analysis, including factors such as:

(i) The suitability of the contract vehicle;

(ii) The value of using the contract vehicle, including—

(A) The administrative cost savings from using an already existing contract;

(B) Lower prices, greater number of vendors, and reasonable vehicle access fees; and

(iii) The expertise of the requesting agency to place orders and administer them against the selected contract vehicle throughout the acquisition lifecycle.

(b) Written agreement on responsibility for management and administration.

(1) Assisted acquisitions.

(i) Prior to the issuance of a solicitation, the servicing agency and the requesting agency shall both sign a written interagency agreement that establishes the general terms and conditions governing the relationship between the parties, including roles and responsibilities for acquisition planning, contract execution, and administration and management of the contract(s) or order(s). The requesting agency shall provide to the servicing agency any unique terms, conditions, and applicable agency-specific statutes, regulations, directives, and other applicable requirements for incorporation into the order or contract; for patent rights, see 27.304-2. In preparing interagency agreements to support assisted acquisitions, agencies should review the Office of Federal Procurement Policy guidance, Interagency Acquisitions, available at http://www.whitehouse.gov/omb/assets/procurement/iac_revised.pdf.

(ii) Each agency's file shall include the interagency agreement between the requesting and servicing agency, and shall include sufficient documentation to ensure an adequate audit consistent with 4.801(b).

(2) *Direct acquisitions*. The requesting agency administers the order; therefore, no written agreement with the servicing agency is required.

Modification #1 is being issued to provide clarity on the standard ordering procedures for the multiple award IDIQ

contract for the New Weapon System. All requesting agencies' Contracting Officers must receive written permission

from the ATF Administrative Contracting Officer prior to awarding a task order against this contract. The requesting

agency must ensure after receiving permission from the awarded ATF Contracting Officer or their representative

that the procedures as outlined in the Federal Acquisition Regulation (FAR) Part 16.505 - Ordering are

adhered to. ATF will provide the contracts and all modifications to the requesting agency to allow that requesting

agency to ensure fair opportunity for their delivery orders. Upon awarding their delivery order a copy will be sent

to the ATF Contracting Office for accountability purposes. All other terms and conditions will remain the same.

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Proctor, Estelita Y

From: Franklin, Howard
Sent: Friday, August 02, 2013 2:39 PM
To: Lewis, Annette
Cc: Proctor, Estelita Y
Subject: FW: email

FYI

What we do today definitely matters,

HFranklin, Sr., COR

From: Foster, Lisa
Sent: Friday, August 02, 2013 1:37 PM
To: Battad, Ryan
Cc: (b) (6), (b) (7)(C); Franklin, Howard
Subject: RE: email

90-120 days is acceptable to us. This is basically the same thing that Glock tells all its LE customers too so as long as they can guarantee delivery within that 120 days, we are good.

From: Battad, Ryan
Sent: Friday, August 02, 2013 10:29 AM
To: Foster, Lisa
Cc: (b) (6), (b) (7)(C); Franklin, Howard
Subject: RE: email

When I talk to Mr. Harris yesterday, he said Glock as a company, has an 8-9 month backlog. Though they make exceptions for Federal contracts, the earliest he can do right now is 90-120 days. Since that is Glock's position, I'm not sure if Goldbelt can provide the weapons any faster.

FYI/A.

v/r,

Ryan

From: Foster, Lisa
Sent: Friday, August 02, 2013 10:02 AM
To: Battad, Ryan
Cc: (b) (6), (b) (7)(C); Franklin, Howard
Subject: RE: email

Thanks, our only questions would be if they can deliver the product within 90 days. If that is the case, we will go directly to them.

Lisa

From: Battad, Ryan
Sent: Friday, August 02, 2013 8:25 AM
To: Foster, Lisa
Cc: (b) (6), (b) (7)(C); Franklin, Howard
Subject: FW: email

Ms. Lisa,

Please see the email from Mr. Kelsey below. Seems like the fastest way is to go thru their 8A route as I don't know how long the MIPR process with HHS takes.

FYI/A.

v/r,

Ryan

From: (b) (6) [mailto:(b) (6)@goldbeltwolf.com]
Sent: Thursday, August 01, 2013 3:19 PM
To: (b) (6); Battad, Ryan
Subject: RE: email

(b) (6) thank you as always for your support!

Ryan, I will try not to overload you and keep it relatively simple to start with. Goldbelt Wolf is an Small Disadvantaged Business 8a ANC, and we support DOD, USG, International & Commercial customers with acquisition, supply chain management, logistics and training support. Our niche is providing equipment ranging from Tactical & Operational equipment, Vehicles, Weapons & Munitions and Other Specialized products to customers with mission requirements based around Anti-Narcotics, Anti-Terror, Law Enforcement & Protection details.

We currently have a contract with the Department of Health and Human Services, which many customers have been able to utilize to support their acquisition requirements, but we can also support with 8a contracting as well. The document I attached can explain things a bit more in detail as well.

Below is some boiler plate points regarding the DHHS contracting process and requirements, as well as the attachments which are required to be included with the quote upon your decision to move forward.

1. Goldbelt Wolf has an IDIQ with the Department of Health and Human Services, and while the contract is almost closed they allow for 8a contract awards to DOD customers.
2. In order to utilize the contract a customer must be able to do the following;
 - a. Send funds via MIPR, this is the only manner in which HHS accepts funds
 - b. Obtain an interagency agreement allowing Program office to procure items through HHS, form DD0448
 - c. Only accept CAT 1 Reimbursable MIPRS
3. HHS charges 1.5% for an administering the contract, this fee is added to the final quote amount, Goldbelt Wolf does not include this fee in their quotes.
4. If specific clauses or language are required for an individual order, the program office can include this language and request it be added into the task order.
5. End user must provide HHS with a Statement of Work or Purchase Request document, and the final cost must be deemed price reasonable.
6. HHS is nonDOD so they do not have a DODAAC, but their BPN is 043982318

Please let me know if you have any questions, and I would enjoy the opportunity to speak with you about your requirements.

Thank you!

(b) (6)

(b) (6)

(b) (6)

Goldbelt Wolf, LLC

5500 Cherokee Ave - Suite (b) (6)

Alexandria, VA 22312

703-584-8889 x252 (O)

703-584-8887 (F)

(b) (6) (C)

Certified ANC 8(a) SDB

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From: (b) (6) [mailto:(b) (6)@glock.us]

Sent: Thursday, August 01, 2013 2:54 PM

To: (b) (6)

Cc: ryan.battad@ed.gov

Subject: FW: email

(b) (6) please meet Mr. Ryan Battad. I have been discussing options with Ryan regarding the best way to purchase GLOCK pistols without using an open solicitation. I'm hoping you will explore the options you have available to help him.

Best regards,

(b) (6)

(b) (6)

GLOCK, Inc.

(b) (6), (b) (7)(C) Direct

(b) (6), (b) (7)(C) Cell

(b) (6), (b) (7)(C) @Glock.US

From: Battad, Ryan [mailto:Ryan.Battad@ed.gov]
Sent: Thursday, August 01, 2013 2:14 PM
To: (b) (6)
Subject: email

Sir,

Per our conversation, this is my work email.

Thank you very much.

v/r,

Ryan M. Battad

Ryan M. Battad

Contracting Officer

Operations Contracts Group

Contracts & Acquisitions Management

Office of the Chief Financial Officer

U.S. Department of Education

550 12th Street SW, Suite 7131

Washington, D.C. 20202-4200

ryan.battad@ed.gov

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Fax: 202.245.6278

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**UNITED STATES DEPARTMENT OF EDUCATION
OFFICE OF INSPECTOR GENERAL**

OIG INVESTIGATION SERVICES MANUAL - 3210

Date Approved: May 6, 2013

(b) (6)

(b) (6)

Approved By: William D. Hamel
Assistant Inspector General
for Investigation Services

This chapter sets forth policy concerning law enforcement powers, firearms, firearms training, defensive tactics, the use of force, and law enforcement equipment.

Material Superseded: Chapter 3210 – issued June 2, 2011

CHAPTER 3210 – USE OF FORCE

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CHAPTER 3210 – USE OF FORCE

SECTION 1. AUTHORITY AND RESPONSIBILITIES

1-1. DESCRIPTION

This chapter sets forth the policy concerning law enforcement powers, firearms, firearms training, defensive tactics, the use of force, and law enforcement equipment issued to special agents. The Special Agent in Charge (SAC) must ensure that all special agents maintain proficiency in the use and handling of their assigned firearms, less-than lethal devices, and handcuffs.

1-2. FAMILIARITY WITH THIS POLICY

SACs will assure that each special agent has read and understands all policies and procedures in Chapter 3210. SACs must not allow firearms to be assigned to special agents who have not met the requirements outlined in this chapter.

1-3. AUTHORITY

Statutory law enforcement authority for special agents of the Office of Inspector General (OIG) is granted by section 6(e)(1) of the Inspector General Act of 1978, as amended by section 812 of the Homeland Security Act of 2002, Public Law 107-296 (November 25, 2002)(IG Act). Section 6(e)(1) provides the following:

(e)(1) In addition to the authority otherwise provided by this Act, each Inspector General appointed under section 3, any Assistant Inspector General for Investigations under such Inspector General, and any special agent supervised under such an Assistant Inspector General may be authorized by the Attorney General to-

(A) carry a firearm while engaged in official duties as authorized under this Act or other statute, or as expressly authorized by the Attorney General;

(B) make an arrest without a warrant while engaged in official duties as authorized under this Act or other statute, or as expressly authorized by the Attorney General, for any offense against the United States committed in the presence of such Inspector General, Assistant Inspector General, or agent, or for any felony cognizable under the laws of the United States if such Inspector General, Assistant Inspector General, or agent has reasonable grounds to believe that the person to be arrested has committed or is committing such felony; and

(C) seek and execute warrants for arrest, search of premises, or seizure of evidence issued under the authority of the United States upon probable cause to believe that a violation has been committed.

- The Attorney General Guidelines for OIGs with Statutory Law Enforcement Powers, required by section 6(e)(4) of the IG Act, govern the exercise of law enforcement powers for the OIG and other OIGs that have been granted statutory law enforcement authorities pursuant to the IG Act.
- Prior to exercising law enforcement powers, special agents must complete the Basic Criminal Investigator Training Program at the Federal Law Enforcement Training Center (FLETC). As an alternative, this training requirement may be satisfied by certification of completion of a comparable course of instruction to the FLETC Basic Criminal Investigator Training Program.
- Statutory law enforcement powers do not grant authority to enforce state laws or execute state warrants, although individual states may recognize OIG special agents as having authority to execute such warrants. Prior to performing any investigative activities for violations of state laws, SACs must determine what law enforcement authorities, if any, the state recognizes ED-OIG special agents to have, and they must abide by those limitations.
 1. In the event that a special agent intervenes in a state offense and is sued for an alleged violation of law arising from such intervention, the special agent could seek representation by a Department of Justice (DOJ) attorney provided the special agent's actions reasonably appear to have been performed within the scope of his employment, and representation is in the interest of the United States. As explained in further detail in section 1-8, whether the special agent was acting within the scope of employment depends on whether the special agent's actions (a) were reasonably related to his or her assigned responsibilities or (b) were undertaken to further the agency's interests, 28 C.F.R. § 50.15(a).
 2. Sanctioned OIG investigations of violation of state law as it relates directly to ED's programs and operations are reasonably related to the special agent's assigned responsibilities and were undertaken to further the OIG's interests. In addition, DOJ's Office of Legal Counsel has opined that, a special agent's intervention in local offenses will generally come within the scope of his employment for purposes of representation even though the special agent's action would be beyond his or her federal authority, 2 Op. O.L.C. 47, 50-51 (1978).

1-4. RESPONSIBILITIES

- Special agents are personally accountable for their actions involving firearms. Special agents are reminded that the authority to bear firearms carries with it the obligation and responsibility to exercise safety, discipline, restraint, and good judgment.
 1. Any conduct that calls into question a special agent's ability to safely carry a firearm will be investigated and the Assistant Inspector General for Investigations (AIGI), Deputy Assistant Inspector General for Investigations (DAIGI), or the

SAC has discretionary authority to place a special agent on limited duty or administrative leave, coordinated with the Inspector General (IG), while an investigation of the questioned conduct takes place.

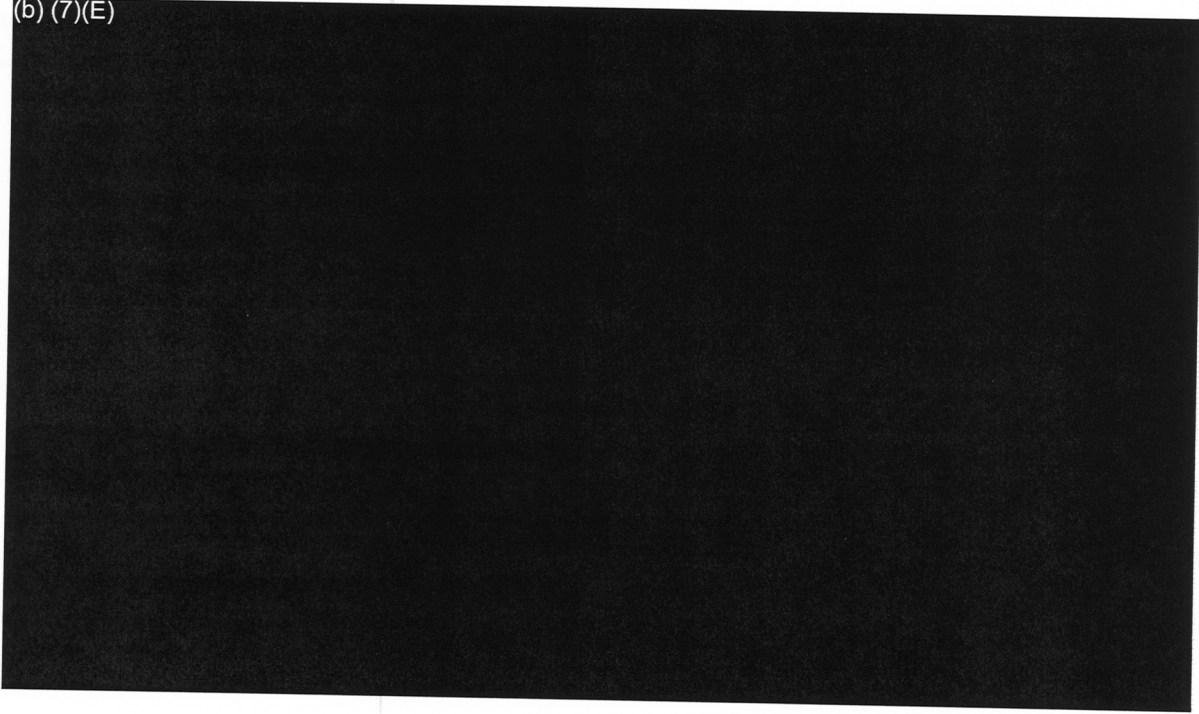
2. The AIGI, DAIGI, or a SAC may prohibit a special agent from carrying a firearm at any time and may require a special agent to surrender his firearm at any time. A firearms instructor may require a special agent to surrender his firearm if a serious safety violation occurs in the Instructor's presence.
- Management may require a fitness-for-duty examination by a physician, psychiatrist or psychologist and repeat examinations as necessary to safeguard the employee and co-workers whenever there is a direct question about an employee's continued capacity to meet the physical and mental requirements of his or her position. These examinations will be funded by the OIG. The physician, psychiatrist or psychologist will be selected by the OIG.
 - Special agents must conduct themselves so as to preclude the possibility of accidental discharge of firearms. Moreover, special agents must not engage in any activity that might impair the confidence of the public in their judgment and professional ability.

1-5. REQUIRED FIREARM CARRY

Special agents are required to carry firearms while on-duty and while commuting to and from their duty station. (b) (7)(E)

than one firearm except as provided in section 4-4 of this chapter.

(b) (7)(E)



1-6. DISPLAY OF WEAPONS

Special agents should avoid any conspicuous display of weapons. Special agents should be conscious of the fact that the inadvertent display of a weapon may cause unintended consequences. Firearms are to be carried inconspicuously on the person of the special agent away from public view, including within OIG office space if that space is not segregated from non-law enforcement OIG components. Firearms should not be carried in bags, purses or briefcases.

1-7. INTERVENTION IN NON-OIG RELATED CRIMES

- Notwithstanding the authorities provided in section 1-3, special agents may intervene in an incident that presents a genuine emergency. A special agent may intervene in an ongoing incident involving non-OIG related criminal violations if the subject of such intervention poses an imminent danger of death or serious physical injury to another person, or when intervention by the special agent is unavoidable (such as when the agent has become in imminent danger of death or serious physical injury), and if the special agent believes he or she can provide effective assistance.
- A special agent who intervenes in a non-OIG related incident to promote public safety in the event of a genuine emergency is serving the OIG's institutional interest. There is no affirmative duty to intervene and, therefore, no civil liability for failure to do so. Intervention may include the use of reasonable force up to and including deadly force. Any intervention should be terminated as soon as practicable based upon containment of the incident and response to the scene by the responsible authorities.

1-8. LIABILITY AND REPRESENTATION

- Special agents may be the subject of a variety of lawsuits. Most suits fall into one of three categories:
 1. State tort claims alleging the special agent committed a negligent or wrongful act or omission;
 2. Alleged violations of a federal statute (e.g. the Electronic Communications Privacy Act); and
 3. Alleged violations of the Constitution.
- A general rule is that federal employees enjoy absolute immunity from tort claims that challenge negligent or wrongful acts or omissions performed while acting within the scope of employment under the Federal Employees Liability Reform and Tort Compensation Act of 1988, commonly known as the Westfall Act, 28 U.S.C. § 2679. The exclusive remedy for anyone injured by the negligent or wrongful act of a federal employee acting in the scope of employment is a suit against the United States under

the Federal Tort Claims Act (FTCA), 28 U.S.C. § 2679(d)(2). It permits the Attorney General to certify that an employee “was acting within the scope of his office or employment at the time of the incident out of which the claim arose,” 28 U.S.C. 2679(d)(1). The Attorney General’s certification would cause the special agent to be dismissed from the action and the United States to be substituted in the special agent’s place as the only defendant in the suit.

- The Westfall Act provides immunity from state law tort suits, but not from suits arising out of alleged violations of the Constitution or a federal statute.
- The Federal Law Enforcement Officers’ Good Samaritan Act (Pub. L. No. 105-277, div. A, § 101(h) [title VI, § 627], Oct. 21, 1998, 112 Stat. 2681-480, 2681-519, as amended by Pub. L. No. 106-58, title VI, § 623, Sept. 29, 1999, 113 Stat. 471) applies to claims *against the United States* involving federal law enforcement officers under the Federal Tort Claims Act.
- The Good Samaritan Act provides that federal law enforcement officers are “acting within the scope of his or her office or employment” for purposes of the Federal Tort Claims Act when taking reasonable action including the use of force to:
 1. Protect an individual in the presence of an officer from a crime of violence;
 2. Provide immediate assistance to individuals who have suffered or who are threatened with bodily harm; or
 3. Prevent the escape of any individual who the officer reasonably believes to have committed in the presence of the officer a crime of violence.
- The Good Samaritan Act does not apply to *Bivens* actions against special agents. If a special agent is sued in his or her individual capacity for an alleged violation of the Constitution arising out of the special agent’s intervention in a non-OIG matter, and the special agent requests DOJ representation, the Good Samaritan Act will not control the OIG’s recommendation or the DOJ’s determination whether the special agent was acting within the scope of employment.
- The Officer Safety Act of 2012 provides protections in addition to those provided by the Good Samaritan Act to protect federal officers who intervene in their personal capacity to protect the loss of life or serious bodily injury. The “Officer Safety Act of 2012” amended Section 1442 of title 28, United States Code, “Federal officers or agencies sued or prosecuted,” by striking subsection (c) of that section and inserting the following:

(c) For purposes of subsection (a), a law enforcement officer, who is the defendant in a criminal prosecution, shall be deemed to have been acting under the color of his office if the officer—

(1) protected an individual in the presence of the officer from a crime of violence;

(2) provided immediate assistance to an individual who suffered, or who was threatened with, bodily harm; or

(3) prevented the escape of any individual who the officer reasonably believed to have committed, or was about to commit, in the presence of the officer, a crime of violence that resulted in, or was likely to result in, death or serious bodily injury.

- Special agents who are sued, subpoenaed or charged in their individual capacity (i.e., the claim names the special agent, seeks money damages, and alleges the individual special agent committed a wrongful act) for an alleged violation of state law, the Constitution, or federal statute that occurred within the scope of the special agent's employment may be represented by a Department of Justice (DOJ) attorney if certain conditions are met. DOJ representation is not mandatory and not automatic. The DOJ guidelines require an employee seeking individual capacity representation to make a request through his or her federal employer.
- To be represented by a DOJ attorney, the conduct giving rise to the claim must have occurred while the employee was acting within the scope of his or her employment and it must be in the interest of the United States to assign a DOJ attorney to provide a defense for the employee. Whether the special agent was acting within the scope of employment depends on whether the special agent's actions (a) were reasonably related to the special agent's assigned responsibilities or (b) were undertaken to further the agency's interests, 28 C.F.R. § 50.15(a). Unless the employee's request is "clearly unwarranted," the agency is obligated to forward it to the appropriate DOJ division along with the court papers served on the employee and the OIG's explanation of the scope and interest inquiries as they relate to the facts of the employee's case. DOJ representation is not available for special agents charged with federal crimes.

1-9. USE OF FORCE

Possession of law enforcement powers imposes a responsibility to exercise them with reasonableness. Only where exercise of law enforcement powers is implemented with reasonable force can the courts be expected to sustain the results. Special agents need not wait for injury to occur to themselves or to others before taking appropriate action.

1-10. DEADLY FORCE DEFINED

Deadly force is the use of any force that is likely to cause death or serious physical injury to the subject of such force.

1-11. DEADLY FORCE POLICY

The use of deadly force policy of the U.S. Department of Justice as adopted by the OIG states: "Deadly force may only be used when the special agent has probable cause to believe that the subject of such force poses a threat of death or serious physical injury to the special agent or to another person."

1-12. REPORTING VIOLATIONS OF THIS CHAPTER

SACs or Assistant SACs (ASACs) will report any violations of this chapter to the DAIGI and the AIGI within two business days of the violation.

SECTION 2. FIREARM CARRY

2-1. IDENTIFICATION

Special agents are required to have their badges and credentials on their persons when carrying firearms under OIG authority while on or off-duty. Special agents will wear a tactical (belt) badge except when it is impractical to do so.

2-2. OUTSIDE THE U.S.

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2-3. PERMITS

Special agents possessing state, county or local police department permits to carry firearms are advised that such permits will not be recognized as OIG authority to be armed either while in the performance of official duties or while off-duty. Applicable Federal, state, and local laws govern the use of personally owned firearms outside their use under ED-OIG authority. Nothing in this policy is meant to restrict the legitimate use of personally owned firearms while a special agent is acting outside OIG authority.

2-4. OFF-DUTY

Special agents are authorized to carry OIG issued firearms or personally owned firearms approved by the OIG while off-duty. All OIG regulations and policies governing the use and handling of firearms while on-duty shall apply to special agents carrying an OIG issued or approved personally owned firearm while off-duty. (b) (7)(E)

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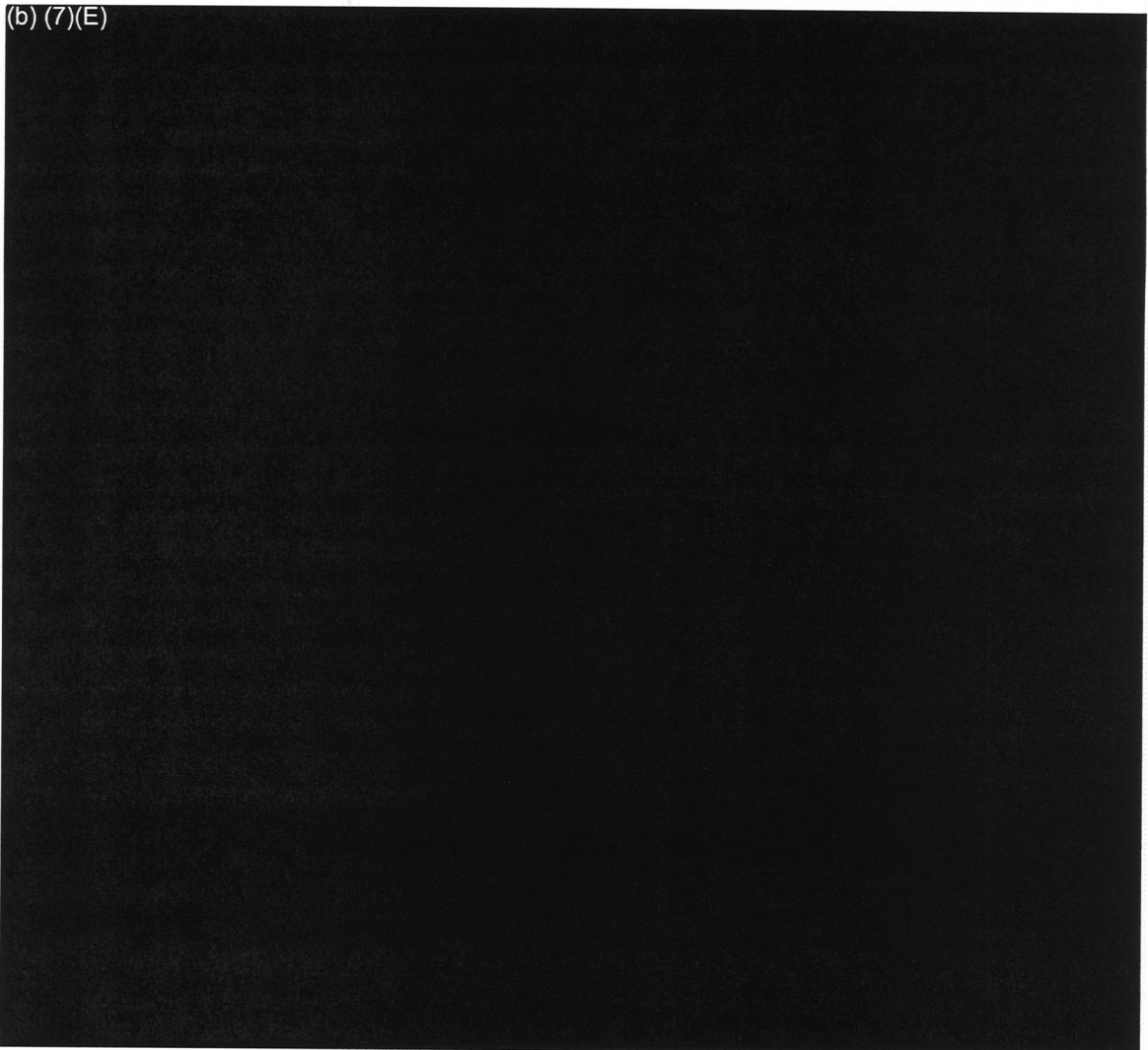
Special agents must be currently qualified and must qualify quarterly with any OIG issued or approved personally owned handguns carried on

or off-duty. (b) (7)(E)
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- Special agents are permitted to personally purchase a Glock model 22, 23 or 27 for law enforcement use off-duty under the authority of the ED-OIG. OIG issued or personally owned Glock models 22, 23 or 27 are the only approved firearms for off-duty carry. Special agents may purchase a Glock Model 22, 23 or 27 directly from an authorized Glock dealer. An inquiry form can be completed at this web address to locate a participating law enforcement Glock dealer: <http://us.glock.com/bluelabel>
- Special agents who choose to carry a personally owned Glock model 22, 23 or 27 off-duty under the authority of ED-OIG are required to:
 1. Qualify with the firearm quarterly;
 2. Have it inspected annually by an ED-OIG firearms instructor; and
 3. Use only ED-OIG issued duty-carry ammunition
- Any repairs or parts replacements deemed necessary by an ED-OIG firearms instructor on a special agent's personally owned Glock model 22, 23 or 27 will be performed by the firearms instructor at the expense of the OIG. If required repairs or parts replacement exceed a routine amount, the National Law Enforcement Coordinator (NLEC), in consultation with the AIGI, will determine how the firearm can be repaired at the expense of the special agent and returned to service as a personally owned firearm approved for carry under ED-OIG authority.
- Any personally owned Glock model 22, 23 or 27 carried under ED-OIG authority cannot be altered from its factory delivered state, unless the modification is already permitted on an agency issued Glock model 22, 23 or 27 (e.g., extended slide lock lever, extended magazine release, etc.). Any agency issued or personally owned Glock model 22, 23 or 27 carried under ED-OIG authority cannot be modified to have a trigger pull of less than five pounds.
- Although personally owned firearms are not ED-OIG property, the requirements of Chapter 3210 for OIG issued firearms will be applicable for any firearms carried under ED-OIG authority. Sections 3-1 and 3-2 include sound practices to ensure that firearms do not get lost, stolen or accessed by children or others. If a personally owned firearm carried under the authority of ED-OIG is lost or stolen it still needs to be reported to the police and entered into the NCIC without delay.

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2-5. THE LAW ENFORCEMENT OFFICERS SAFETY ACT OF 2004

The Law Enforcement Officers Safety Act of 2004, 18 U.S.C. §§ 926B and 926C, (Public Law 108-277, July 22, 2004) and the Law Enforcement Officers Safety Act Improvements Act of 2010 (Public Law 111-272, October 12, 2010) (collectively the Act) exempts qualified current law enforcement officers and law enforcement officers separated from service (i.e., retired) from state laws prohibiting the carrying of concealed firearms. The Act does not override state laws that permit private persons or entities to prohibit the possession of a concealed firearm on their property, or the possession of firearms on any state or local government property, installation, building, base, or park. The Act does not affect authority of the OIG to impose rules on the carrying of an officially issued or approved personally owned weapon while on or off-duty. Any special agent whose authority to carry an officially issued weapon is rescinded by the OIG also loses his or her right to carry a concealed firearm under the Act.

- Currently Employed Special Agents. A currently employed ED/OIG special agent may not carry a concealed personally owned firearm pursuant to the Act while on or off-duty unless that firearm is approved by the OIG. Special agents are authorized to carry only OIG issued or approved personally owned weapons while on or off-duty pursuant to Section 812 of the Homeland Security Act. Possession restrictions of the Act do not apply to currently employed special agents carrying OIG issued or approved personally owned firearms off-duty
- Special Agents Separated from Service. To qualify to carry a concealed firearm under 18 U.S.C. § 926C a law enforcement officer who has separated from service must:
 1. Before separation from OIG, have possessed statutory arrest authority (OIG special agents gained statutory arrest authority pursuant to Section 812 of the Homeland Security Act effective May 23, 2003);
 2. Have separated from service in good standing as a law enforcement officer;
 3. Before separation from OIG, have served as a law enforcement officer for an aggregate of 10 years or more, or separated from service with OIG due to a service-connected disability as determined by the OIG after completing the applicable probationary period;
 4. Have not been officially found by a qualified medical professional employed by the OIG to be unqualified for reasons relating to mental health or have not entered into an agreement with OIG in which that individual acknowledges he or she is not qualified for reasons relating to mental health;
 5. Meet the standards for qualification in firearms training for active law enforcement officers during the most recent 12-month period (see below for more details on how to qualify and the timing of qualification);
 6. Not be prohibited by federal law from receiving a firearm, and
 7. Not be under the influence of alcohol or another intoxicating or hallucinatory drug or substance.
- At the time of retirement or separation, a special agent will provide a letter to the AIGI (1) requesting separated OIG law enforcement officer photographic identification; (2) providing an attestation that he or she is not prohibited from possessing a firearm; and (3) authorizing a National Crime Information Center (NCIC) database check (Appendix 10.)
- Upon AIGI approval the OIG will provide a photographic identification indicating that the holder has separated from service in good standing as a law enforcement

2. Fugitives from justice;
3. Identified as unlawful users and/or addicts of any controlled substances;
4. Adjudicated as mentally defective or has been committed to a mental institution;
5. Identified as illegal aliens or aliens admitted to the United States under a non-immigrant visa;
6. Dishonorably discharged from the U.S. Armed Forces;
7. Who have renounced their U.S. citizenship;
8. Subject of a protective order; and
9. Convicted of a misdemeanor crime of domestic violence.

2-6. COMMERCIAL AIRCRAFT

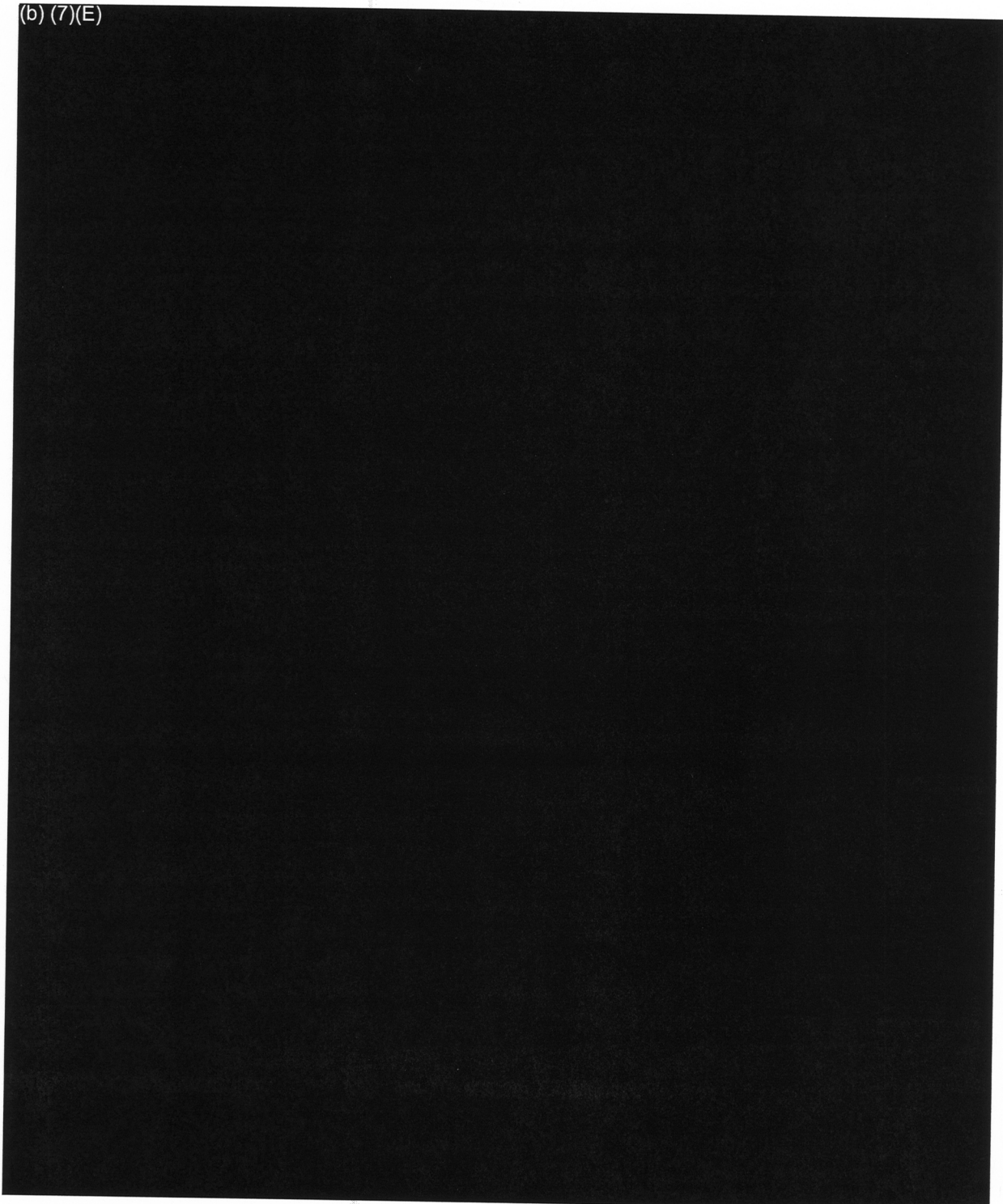
TSA regulations 49 CFR §1544.219 (Carriage of accessible weapons), 49 CFR §1544.221 (Carriage of prisoners under the control of armed law enforcement officers) and 49 CFR §1540.111 (Carriage of weapons, explosives, and incendiaries by individuals) provide guidance concerning the carriage of firearms aboard aircraft, the transport of prisoners under the control of armed law enforcement escorts, and the transportation of firearms in checked baggage. In accordance with section 1-5, special agents traveling aboard commercial aircraft while on official government business are required to fly armed and report to the other location armed and prepared for duty. Special agents are not authorized to transport OIG issued firearms in checked baggage whether on or off-duty, with the exception of shotguns per section 4-2. Special agents may transport personally owned weapons in checked baggage.

- All law enforcement officers with the authority to carry weapons must receive a training course entitled "Law Enforcement Officers Flying Armed" prior to carrying weapons aboard aircraft. Regional firearms instructors will annually review this training course and the TSA regulations concerning flying while armed with all special agents in their respective regions.

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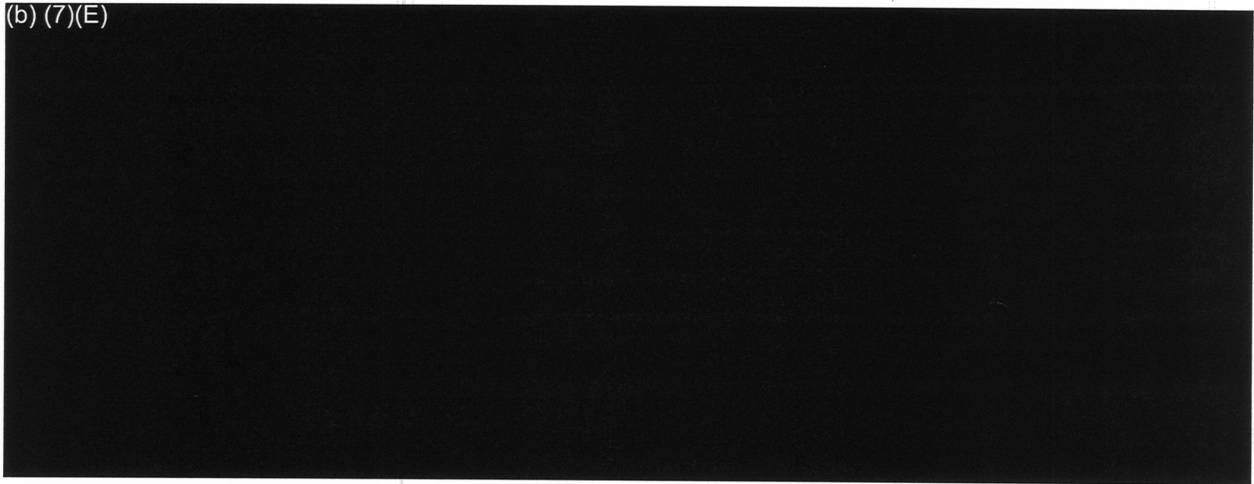
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- Ground Security Coordinator. The Ground Security Coordinator (GSC) is a trained employee of the airline who interfaces with crews, law enforcement officers, and others in areas of security. There is a GSC at each station of the carrier. The GSC is the best “point person” for the armed special agent to communicate with regarding

question resolution. The GSC can be paged by the ticket agent or by the gate agent to resolve non-routine or serious problems.

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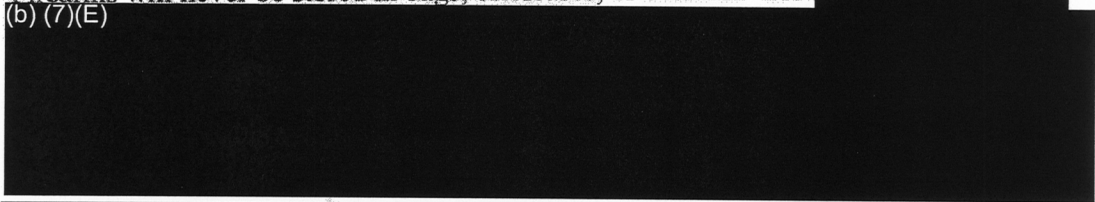
SECTION 3. FIREARM PROTECTION

3-1. STORING FIREARMS

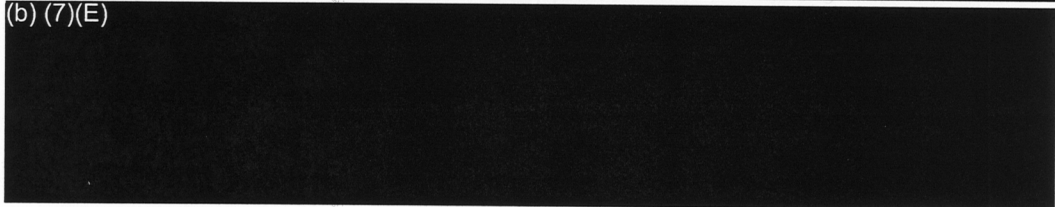
Every reasonable precaution must be taken by the special agent to prevent the loss or theft of firearms. When not being carried, a special agent's handgun shall be appropriately secured in the OIG office in a weapon locker supplied by the OIG.

- Firearms will never be stored in bags, briefcases, or desk drawers. (b) (7)(E)

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3-2. STORING FIREARMS AT HOME

Special agents must take every precaution to prevent access to their firearms by family members or other unauthorized individuals. Handguns must be stored in an OIG issued gun locker or personally owned gun locker or safe that at least meets the same security standards as the OIG issued locker. A trigger and/or cable lock will be provided with each handgun issued to special agents.

3-3. LOSS OR THEFT OF A FIREARM

If a special agent loses an OIG issued or approved personally owned firearm or has such a firearm stolen, the loss shall be reported to the regional SAC within 24 hours of the discovery. The SAC will notify the AIGI and local law enforcement authorities. The responsible special agent is obligated to cooperate with the investigating agency having jurisdiction over the loss or theft in an effort to recover the firearm. The SAC will verify that the serial number of the missing firearm is entered into the NCIC by local law enforcement or the FBI. The responsible special agent will complete a report detailing how the loss or theft occurred. This report will be reviewed by the SAC and forwarded to the AIGI.

SECTION 4 . FIREARM ASSIGNMENT

4-1. HANDGUNS

All special agents will be issued one OIG handgun of the size each special agent deems most comfortable of Glock models 22, 23 or 27.

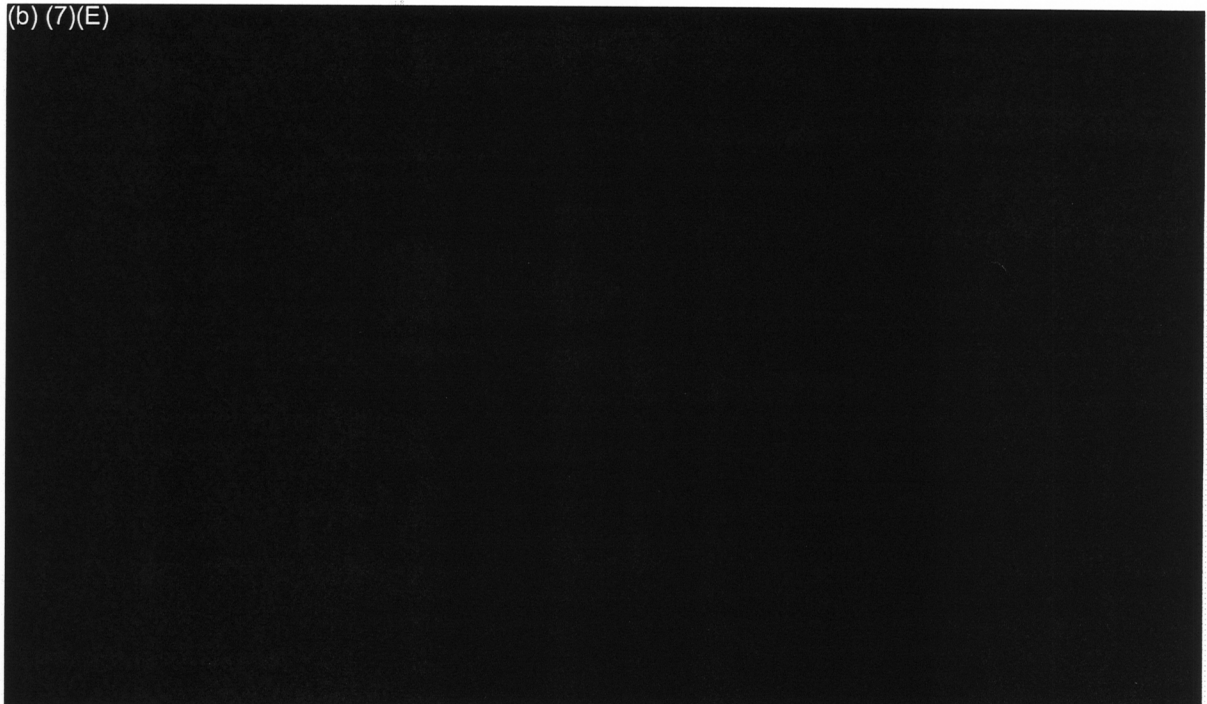
- Prior to being issued a handgun special agents must successfully complete the Criminal Investigator Training Program at the Federal Law Enforcement Training Center (FLETC). This training requirement may be satisfied by certification of completion of a comparable course of instruction to the FLETC Criminal Investigator Training Program. Special agents must qualify with all OIG issued or approved personally owned handguns prior to carrying them on or off-duty.
- Special agents will be required to sign and date a Weapon Receipt, OIG Form 355 (Appendix 1), and return the original receipt to the NLEC upon receipt of an OIG firearm. If a special agent transfers to another region the Firearms Instructor for the new region will submit a new OIG Form 355 to the NLEC.

4-2. SHOTGUNS

The shotgun is the most common long arm utilized by law enforcement. It is a standard item of equipment in most federal, state and local departments. Special agents are required to maintain the basic shotgun handling skills acquired during the FLETC Criminal Investigator Training Program. All special agents will receive training in the safe handling, use, and maintenance of the shotgun.

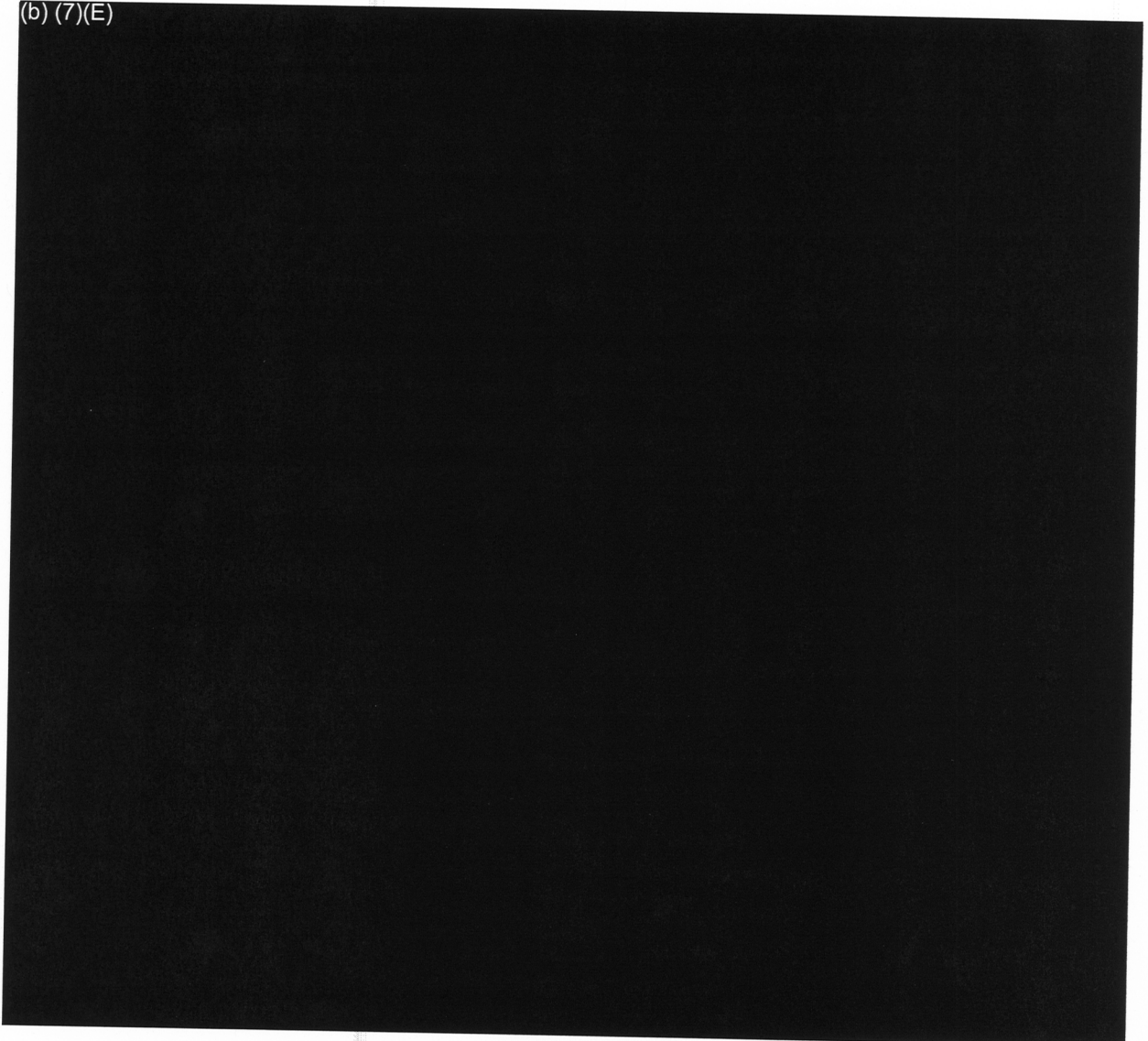
- The authorized shotgun for the OIG is the Remington pump action 12-gauge shotgun, Model 870 or its variants, with a 14", 18", or 20" barrel. (b) (7)(E)
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(b) (7)(E). All special agents are required to fire a qualifying score on the current Shotgun Qualification Course of Fire, posted in EDITS, a minimum of twice each calendar year within separate quarters.

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- Special agents seeking to deploy a shotgun during any field operation must have, within twelve months of the shotgun deployment, successfully passed the current Advanced Shotgun Qualification Course, posted in EDITS, in addition to being current in their shotgun qualification. To be current, the special agent must have qualified with the weapon during the current quarter or the immediately preceding quarter and have demonstrated to the regional firearms instructor proficiency in the safe handling and operation of the shotgun. Shotguns may be immediately deployed on the scene, such as during the execution of a warrant, or may remain locked in the trunk of the vehicle as a back-up firearm. The proper method of storage of the shotgun in a vehicle is described below.
- Shotguns may be temporarily stored in a GOV trunk that is equipped with a secondary locking security system (i.e.: Trunk Vault or rack) that is approved and purchased by the OIG. The locking container must be affixed to the trunk of the vehicle. If a GOV does not have a trunk (SUV, van, hatchback) an OIG approved and purchased secondary-security system i.e.: Trunk Vault or rack, hidden from outside view and permanently affixed to the GOV is required.
- **All reasonable precautions must be taken to deter the theft of a shotgun from a vehicle.** Under no circumstances will a shotgun be stored in a vehicle overnight. When no longer in use the shotgun will be unloaded and returned to a safe in the OIG office space or locked in a case and secured indoors with the responsible special agent. When being transferred to and from the vehicle the shotgun must be transported in a case and generally outside of public view.

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- If it is necessary to transport a shotgun via commercial aircraft, special agents will abide by 49 CFR §1540.111, which states:
 - The firearm must be declared to the aircraft operator (ticket agent);
 - The firearm is unloaded;
 - The firearm is carried in a hard-sided container, which is locked; and
 - Only the special agent retains the key or combination.

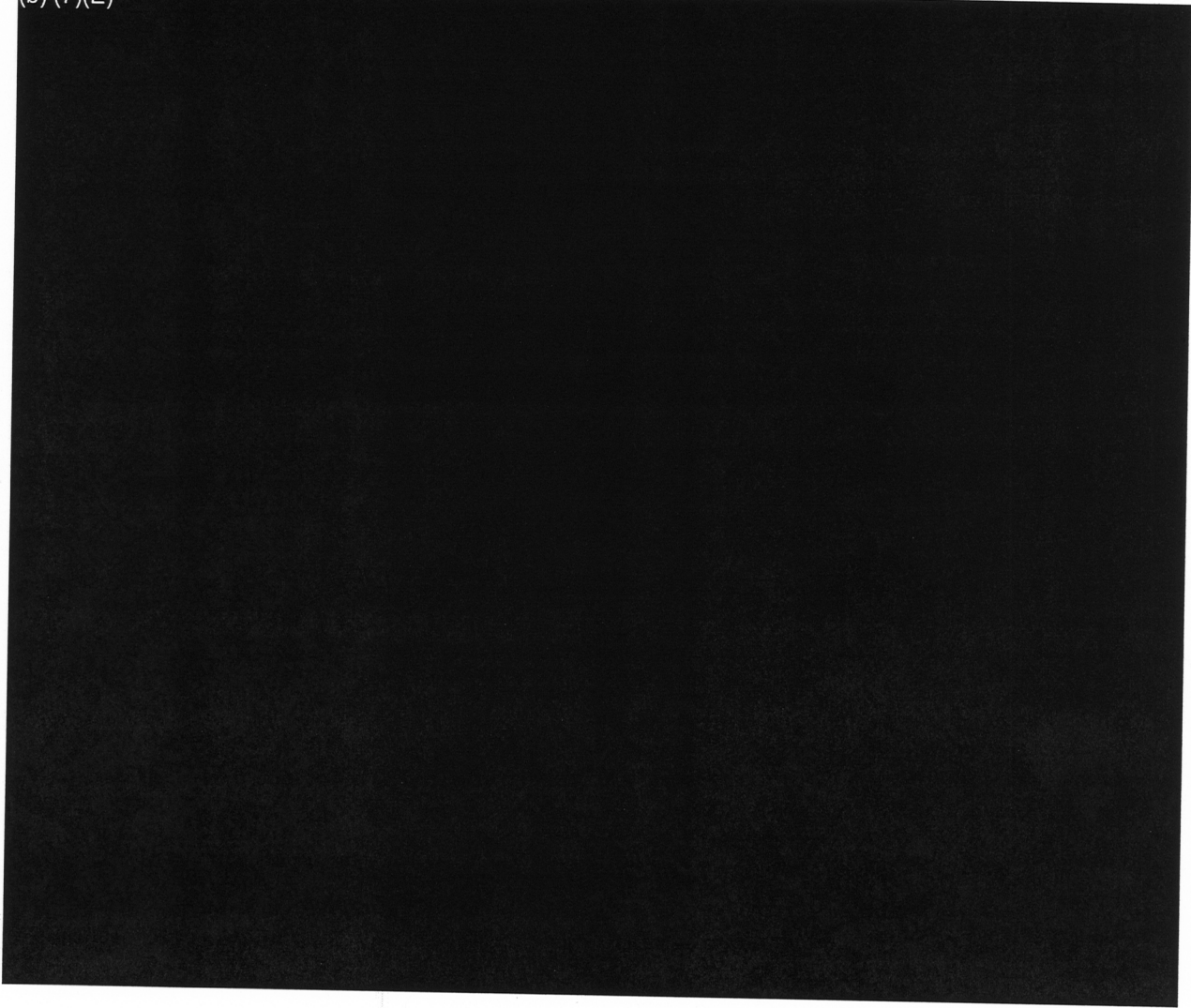
Per 49 CFR §1540.111 and §175.10, ammunition may be contained inside the same locked container as the firearm, packed in boxes specifically designed to carry the ammunition.

4-3. FIREARMS FOR SPECIAL ASSIGNMENTS

While assigned to special projects such as an undercover assignment, a special agent may need to use an OIG handgun smaller than that assigned to the special agent. The special agent requesting use of an alternative handgun must qualify with the handgun using the current ED-OIG Practical Pistol Course and the special agent's standard holster. This training must be documented on a Training Attendance Form, OIG Form 367 (Appendix 2). The special agent must practice drawing from and demonstrate proficiency with the alternative concealment holster or holsters being used during the assignment. The special agent will receive appropriate training by a firearms instructor on the use of alternative concealment systems. The NLEC will ensure that all regional Firearms Instructors have spare Glock Model 27 pistols available to assign during such assignments.

4-4. BACK-UP HANDGUNS

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4-5. SURPLUS FIREARMS

The NLEC will maintain all surplus firearms. Each regional firearms instructor may maintain one spare handgun for the region. The SAC or regional firearms instructor shall immediately forward firearms from special agents who have resigned from the OIG to the NLEC.

4-6. FIREARM ACQUISITION

All firearms acquired by the OIG will be transferred or purchased by the NLEC with approval from the AIGI. The purchase of firearms by field offices is prohibited.

4-7. FIREARM INVENTORY

Each regional firearms instructor and SAC shall maintain a current inventory of all firearms in their respective regions. The NLEC will maintain an inventory of all OIG firearms, and that inventory is also maintained in EDITS.

4-8. DISPOSAL OF EXCESS FIREARMS

The NLEC is responsible for the destruction or transfer of all excess weapons no longer needed by the OIG or weapons seized by the OIG that are required to be destroyed. The NLEC will notify GSA of the excess weapons and will document and witness the weapon transfer or destruction in accordance with 41 CFR section 101-42.1102-10.

SECTION 5. USE OF FIREARMS

5-1. POLICY

Per the U.S. Department of Justice deadly force, which includes the use of firearms, may only be used when the special agent has probable cause to believe that the subject of such force poses a threat of death or serious physical injury to the special agent or to another person. If a firearm must be used special agents should take reasonable precaution to avoid endangering bystanders or other innocent parties.

5-2. JUSTIFIABLE USE

Anytime a special agent discharges a firearm the special agent will ultimately be required to articulate the facts necessitating such action known to the special agent at the time of the incident. The use of deadly force that is not consistent with this policy may expose the special agent to criminal and/or civil penalties and possible disciplinary action. The following guidelines apply to the use of firearms:

- Shooting to disable. Firing a weapon should be with the intent of rendering the person at whom the weapon is discharged incapable of continuing the activity that

prompted the special agent to shoot. Attempts to shoot to wound or to injure are prohibited and, because of high miss rates and poor stopping effectiveness, can prove dangerous for the special agent and others.

- Warning shots. Warning shots are prohibited. Ricocheting bullets from warning shots may pose a danger to the special agent, to bystanders, or to other innocent parties.
- Fleeing subjects. Deadly force may be used to prevent the escape of a fleeing subject if the special agent has probable cause to believe the subject has committed a crime which involved the infliction or threatened infliction of serious physical injury and deadly force is necessary to prevent the subject's escape.
- Vehicles. Weapons may not be fired solely to disable moving vehicles. Special agents must be aware that a disabled vehicle or driver may become a danger to innocent third parties. Weapons may be fired at the driver or other occupant of a moving vehicle only when:
 1. The special agent has probable cause to believe that the subject poses an imminent danger of death or serious physical injury to the special agent or another; and
 2. The public safety benefits of using such force outweigh the risks to the safety of the special agent or other persons by firing at the driver or the occupant of a moving vehicle.
- Vicious animals. Deadly force may be directed against dogs or other vicious animals when necessary in self-defense or in defense of others.
- Verbal warning. Before using deadly force, if feasible, special agents will audibly command the subject to stop his actions. Implicit in this requirement is the concept that special agents will give the subject an opportunity to submit to such command unless danger is increased thereby. However, if giving such a command would itself pose a risk of death or serious bodily harm to the special agent or others, it need not be given.

5-3. ACCIDENTAL DISCHARGE

If a special agent is involved in the accidental discharge of a firearm other than during a firearms training session, the SAC will be immediately notified, who will then notify the AIGI or DAIGI. The AIGI may direct an investigation of the incident and prepare an investigative report. The firearm that was discharged must be secured pending the investigation. The firearm should not be cleaned or needlessly handled prior to being secured. Upon notice of the discharge and the events surrounding the incident, the SAC or AIGI may decide whether the special agent must undergo remedial firearms training or may take appropriate disciplinary action. The SAC, DAIGI and AIGI have discretionary

authority to place a special agent on limited duty or administrative leave pending the investigation.

An accidental discharge occurring on a firearms range during an OIG firearms training session will be investigated by the OIG lead firearms instructor present. If the accidental discharge results in bodily injury, appropriate emergency medical services will be immediately rendered and the AIGI will be notified as soon as practicable. The AIGI may direct an appropriate official to conduct an investigation of the incident and prepare an investigative report.

5-4. REPORTING THE DISCHARGE OF A FIREARM

When the discharge of a firearm occurs other than in a training situation, the special agent whose weapon was fired shall verbally notify his or her SAC as soon as practicable. If the special agent is unable to make such notification, any special agent with knowledge of the incident will notify the SAC. The SAC shall, as soon as practicable, report the incident to the AIGI or DAIGI. The AIGI or DAIGI will notify the IG of the incident. If personal injury, death, or significant property damage occurs as a result of the shooting incident or the circumstances otherwise warrant, local officials shall also be notified and the AIGI or DAIGI will notify the IG and Deputy IG regardless of the time of day.

5-5. POST-SHOOTING ACTIONS

If a special agent is involved in a shooting incident the following course of action will apply:

- After the shooting scene has been secured, the first concern will be that all OIG personnel are both physically and mentally well cared for. Affected personnel should receive immediate medical assistance if necessary.
- Appropriate supervisors will respond to the scene. In order to minimize the effects of post-shooting trauma, the SAC or appropriate supervisor will personally assure that, if possible, involved special agents are expeditiously removed from the shooting scene.
- Statements will not be solicited from a special agent involved in or present during a shooting until such time that the special agent has had reasonable time to regain composure, is capable of understanding his rights, and has had time to consult an attorney and/or physician.
- Special agents should be assigned to accompany any injured suspect to record statements, admissions, and declarations voluntarily made. The special agents are also to provide security of injured suspects pending transfer of custody to the U.S. Marshals Service or State/local authorities.

- **Identities of special agents involved in investigations or incidents shall not be released to anyone outside of the law enforcement community.** All media inquiries must be directed to the IG.
- Local law enforcement agencies are likely to have forensic capabilities and responsibility to collect evidence at the scene of the shooting. This should be taken into consideration when securing the scene. Special agents and supervisory personnel must place special emphasis on coordinating the investigation of the shooting with local police to avoid unnecessary conflicts. Local police, local prosecutors and local grand juries will, in all likelihood, review the circumstances surrounding any shooting.
- If a special agent's weapon is secured for evidence or ballistics tests, another will be issued as soon as possible unless there is cause not to issue a weapon. The AIGI, DAIGI, or SAC will authorize the transfer of an OIG weapon to State or local authorities for evidence or ballistics tests.
- Each SAC will maintain an Emergency Contact List, OIG Form 368, of contacts in the event of any injury to a special agent (Appendix 3). These lists will also be maintained by the AIGI. Special agent(s) involved in a shooting incident will be encouraged to immediately contact his spouse and/or family. If the special agent has been injured, or feels it would be useful, a designated special agent who knows the family personally will contact the special agent's family as soon as possible. The field office will also be notified of the special agent's condition. It is particularly important that family notification occur before press and/or media accounts appear.
- The SAC, appropriate supervisor, or a member of a Critical Incident Stress Management Team will initiate a personal contact with the special agent(s) and his family in a supportive role and offer assistance, if needed. This contact will be made as soon as possible following the incident. OIG Headquarters personnel should be made available as quickly as possible to assist the family with benefit information.
- The SAC or appropriate supervisor will hold an office conference as soon as feasible after a shooting incident and as often as necessary to keep all office personnel advised of pertinent details concerning the shooting incident in order to reduce rumors and distorted accounts of the incident.
- As soon as practical after a shooting incident, the SAC will contact the AIGI to arrange for a Critical Incident Response Team to assist affected special agents with the stress and trauma associated with such events (**see Manual Chapter 3290, Critical Incidents**) and for the AIGI to contact OIG Counsel to contact the Department of Justice for possible legal representation.
- Any special agent involved in a shooting incident is obligated to cooperate with the investigating agency having proper jurisdiction; however, the special agent retains all constitutional rights, including the rights to legal counsel and protection against self-

incrimination.

5-6. OIG INVESTIGATION

The investigation of a shooting incident will normally be the responsibility of the appropriate law enforcement authorities having jurisdiction. The Federal Bureau of Investigation may choose to assist or direct the investigation since the investigation involves a federal employee, or if there are alleged civil rights violations or excessive use of force allegations or implications. The AIGI will appoint an inquiry officer to conduct an administrative post-shooting investigation and provide the results of the investigation to the IG. Until such time as any post-shooting investigation(s) is/are completed, the special agent will be placed on administrative duty. Once the administrative post-shooting investigation has been completed, the AIGI may restore the special agent to active duty.

SECTION 6. USE OF DEFENSIVE TACTICS AND LESS-THAN-LETHAL DEVICES

6-1. DEFINITIONS

Defensive tactics is an integrated system of physical techniques that special agents use to control a variety of threats. If a special agent finds it necessary, medical assistance should be provided for an injured subject and the assistance documented.

6-2. LESS-THAN-LETHAL DEVICES

Special agents are authorized to use less-than-lethal devices only as consistent with the May 16, 2011 memorandum from the Attorney General titled Policy on the Use of Less-Than-Lethal Devices (Appendix 11). The policy provides the following: The OIG authorizes special agents to carry and use OC and the expandable baton as less-than-lethal devices. Less-than-lethal devices are not intended to replace firearms as they may not suffice when the use of lethal force is necessary. (b) (7)(E)

(b) (7)(E)

Special agents are authorized to use less-than-lethal devices only in those situations where reasonable force, based on the totality of the circumstances at the time of the incident, is necessary to affect an arrest, obtain lawful compliance from a subject, or protect any person from physical harm. Use of less-than-lethal devices must cease when it is no longer necessary to achieve the law enforcement objective. Special agents are authorized to use only those less-than-lethal devices approved by the OIG, absent exigent circumstances. Special agents are not authorized to use less-than-lethal devices if voice commands or physical control achieve the law enforcement objective.

Less-than-lethal devices are used with a reasonable expectation that death or serious bodily injury will not result. They are, however, recognized as having the potential to

cause death or serious bodily injury, and special agents may use less-than-lethal devices as deadly weapons only when authorized under the Deadly Force Policy.

Special agents must make necessary medical assistance available to subjects of less-than-lethal device use as soon as practicable.

All incidents involving the use of less-than-lethal devices will be reported on OIG Form 358 Arrest Report.

- OC. Special agents will be issued a canister of OC upon completion of training in its use. OC is the only self-defense spray that special agents are authorized to use. OC is a non-toxic mixture of natural resin, oil, and a pepper by-product called capsaicin. Special agents will be issued new canisters when old canisters expire. OC manufacturers recommend that expired OC canisters be emptied outdoors in a safe area and discarded.
- Expandable baton. Special agents will be issued a steel 21" expandable baton upon completion of training in its use. Special agents may, at their own expense, purchase and carry alternative expandable batons (e.g., 16" aluminum). Special agents are authorized to carry the expandable baton, OC, or both while carrying a firearm. Because the TSA prohibits the carriage of OC inside an aircraft cabin, special agents are required to carry an expandable baton as an intermediate weapon when flying armed.

6-3. ASSAULT ON A SPECIAL AGENT

Title 18 U.S.C. Section 111 provides criminal penalties for anyone who forcibly assaults, resists, opposes, impedes, or interferes with any person designated in Section 1114 (employee or officer of the United States) while engaged in or on account of the performance of official duties.

- Title 18 U.S.C. Section 2231 provides criminal penalties for anyone who forcibly assaults, resists, opposes, impedes, or interferes with any person authorized to serve or execute search warrants or to make searches and seizures while engaged in the performance of official duties.
- During any event in which a special agent has probable cause to believe that a subject violated Titles 18 U.S.C Section 111 or Section 2231, the special agent will affect an arrest of the subject. Details of the incident will be recorded in an arrest report, OIG Form 358.

For further information regarding making an arrest for assault and reporting procedures, refer to OIG Manual Chapter 3270, Arrest and Processing Procedures, Section 4.

SECTION 7. USE OF FORCE TRAINING

7-1. TRAINING NOTIFICATION AND ATTENDANCE

All Use of Force training is tracked by calendar year quarters. Defensive tactics and firearms instructors will notify their respective special agents of a scheduled training session through a Training Notification, OIG Form 359 (Appendix 4).

- Instructors will schedule and special agents will attend, at a minimum, a calendar-year average of 16 hours of use of force training each quarter, which may include, among others, firearms, defensive tactics, interactive and classroom training as described in section 7- 4 of this chapter.
- All special agents must qualify with the firearms assigned to them each quarter as described in section 7-5 of this chapter. As the failure to attend such training could put a special agent at risk of harm, attendance and participation in this training is mandatory. Failure to meet these requirements could result in appropriate management actions.

7-2. RECORD OF TRAINING

Upon completion of each firearms, defensive tactics or other use of force training session the responsible instructor will complete an OIG Form 367, Training Attendance Form (Appendix 2). The OIG Form 367 will indicate the special agents in attendance and the lesson plans reviewed. All special agents attending the training will initial the form upon completion of the training. The regional defensive tactics and firearms instructors will record all training provided for each special agent in EDITS, and will maintain the original OIG Forms 367 indefinitely.

7-3. SPECIAL AGENT RESPONSIBILITIES

All participating special agents will initial the Training Attendance Form, OIG Form 367 upon completion of all use of force training. Special agents must promptly report to their supervisors and their instructors any injuries sustained during training. If an injury is sustained as a result of training, the injured special agent and SAC should complete a Form CA-1, Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation, <http://www.dol.gov/owcp/regs/compliance/ca-1.pdf>, within 30 days of the date that the injury occurred.

7-4. REQUIRED TRAINING

Instructors will schedule and all special agents are required to complete use of force training each calendar year as listed in EDITS. These requirements may change year to year, and will include firearms, defensive tactics, and reality based training as well as

presentations and discussions related to the use of force. Instructors may provide additional training courses that are not an annual requirement.

7-5. FIREARMS TRAINING

Special agents will receive continual firearms training after having successfully completed a basic law enforcement training program as per section 4-1.

- Special agents must qualify with all assigned handguns on a calendar quarter basis. To qualify, special agents must earn a score of 70% (35 of 50 points) or better on the current ED-OIG Practical Pistol Course as listed in EDITS. The quarters run: 1st, Jan, Feb, Mar; 2nd, Apr, May, June; 3rd, July, Aug, Sept; 4th, Oct, Nov, Dec. A special agent who qualifies during one quarter is within qualification until the last day of the following quarter. Use of a firearm simulator will not satisfy this quarterly qualification requirement.
- Special agents of the San Juan Puerto Rico office are authorized to complete their quarterly firearms qualification by one of the following two options:
 1. Successful completion of the ED-OIG PPC administered by a firearms instructor.
 2. Successful completion of a firearms qualification course authorized by a federal law enforcement agency and administered by the respective agency firearms instructor.

Each quarter, special agents of the San Juan Puerto Rico office will provide their regional firearms instructor with documentation authenticating their qualification and will complete OIG Form 351, Range Safety Rules/Firearm Qualification Record (Appendix 5), identifying that they have read and understand the OIG Range Safety Rules and Deadly Force Policy.

- Special agents must fire the Shotgun Qualification Course of Fire as listed in EDITS a minimum of two times during the calendar year in separate quarters.
- Special agents seeking to deploy a shotgun during any field operation must have, within the calendar training year, successfully passed the Advanced Shotgun Qualification Course as listed in EDITS in addition to being current in their shotgun qualification.
- Handgun qualifications will be conducted with the special agents' OIG issued and (if applicable) approved personally owned handgun(s) and holster(s). A special agent shall not carry a firearm on or off-duty with which the special agent has not qualified; however, in an emergency situation, a special agent may carry an OIG handgun identical to the special agent's issued handgun with which he has qualified. Special agents must have qualified at least once and shown proficiency with any alternative holster prior to its use on or off-duty. See section 8-1 for holster requirements.

- Prior to conducting each firearm qualification session, firearms instructors shall thoroughly brief all participating special agents on the OIG Range Safety Rules and the OIG Deadly Force Policy located on OIG Form 351, Range Safety Rules/Firearm Qualification Record (Appendix 5). Firearms instructors shall be responsible for the enforcement of Range Safety Rules by all OIG personnel on the firing range.
- Each special agent will be offered a minimum of two courses of fire to meet the qualification standards each quarter. Qualification results will be recorded on OIG Form 351, initialed by each special agent and signed by the firearms instructor. Regional firearms instructors will maintain the quarterly OIG Forms 351 indefinitely. Regional firearms instructors will record the quarterly qualifying result for each agent in EDITS.
- A special agent who fails to shoot a qualifying score after a reasonable number of attempts within a quarter will not carry a firearm commencing the first day of the following quarter. The special agent is prohibited from carrying a firearm until the special agent has received remedial training and has qualified.
- A special agent who is unable to appear for qualification within a quarter due to medical reasons or unforeseen circumstances will not carry a firearm commencing the first day of the following quarter. The special agent is prohibited from carrying a firearm until the special agent has qualified.
- A special agent who is pregnant may elect not to qualify or train with her firearm during her pregnancy. A pregnant special agent is encouraged to discuss possible firearms range hazards, such as lead exposure and gunshot noise, with her physician. For qualification and training purposes special agents will be provided non-toxic lead-free ammunition. A special agent who qualifies during one quarter is within qualification until the last day of the following quarter.
- Special agents may train with alternate firearms including other pistols, rifles, and automatic weapons under the supervision of a qualified firearms instructor for familiarization purposes. This training will prepare special agents to safely handle these weapons if encountered in the field.
- Special agents may train at a range or participate in law enforcement shooting competitions on their own time with their officially issued weapons and ammunition. To maintain the integrity of the ammunition inventory, special agents must notify their regional firearms instructors of the quantity of ammunition being taken.

7-6. LEAD HAZARD

The OIG makes an effort to reduce lead exposure through the use of lead-free pistol and shotgun practice ammunition. Lead is a highly toxic heavy metal that is difficult to remove from the body when ingested. Cumulative exposure to lead over a lifetime may

pose a serious health hazard. Exposure to lead on the firing range occurs when a cartridge is fired, which leaves a cloud of lead dust, when a bullet impacts a back-stop, during the retrieval of spent brass casings, and while cleaning firearms. In spite of the use of lead-free ammunition, the following precautions should be taken by special agents and Firearms Instructors to minimize their exposure to lead after having been on the range:

- Be aware that if lead ammunition was fired, your face, arms, hands, and hair may be covered with lead. Shooters should wash with cool water, as cool water reduces the opening of the pores of the skin, reducing lead absorption. After cleaning firearms, hands should be thoroughly washed with soap and cold water.
- Wash clothes worn on the range separately from other laundry to avoid contaminating the clothes of other family members, particularly infants who are more vulnerable to lead contamination.
- Change shoes worn on the range before entering a residence. Contaminated shoes can track lead into a house, and vacuuming will only redistribute lead throughout the house.
- Do not smoke on the range. Smoking on the range accelerates the ingestion of lead into the bloodstream from lead contaminated hands.
- Do not eat on the range. Lead dust on the hands and face can contaminate food and be ingested.
- Do not collect spent brass in baseball caps. Spent brass casings contain lead particles. A contaminated baseball cap that has been used to collect brass and then worn can allow lead to be absorbed through the hair and scalp.

7-7. DEFENSIVE TACTICS TRAINING

All special agents will participate in annual defensive tactics training to include the use of less-than-lethal devices and reality-based training. The objective of OIG defensive tactics training is to maintain and improve upon the basic defensive tactics techniques special agents learn during basic training. Defensive tactics techniques are perishable skills that can be ineffective if not practiced and applied correctly. OIG defensive tactics training will refresh the techniques that are required to reasonably and properly control an individual without causing unnecessary injury to the special agent or the individual being controlled. Defensive tactics training will be an outcome-based, non-technical method of self-defense and control utilizing gross-motor skills. It is understood that special agents will not attain a mastery of the techniques taught; however, special agents should be able to demonstrate the ability to apply basic defensive tactics and control techniques in a reasonably effective manner. Special agents will receive annual training as described in section 7-4 of this chapter.

- OC Training. Special agents must complete a minimum 4-hour training session in the use of OC, to include being exposed to OC and experiencing its effects, prior to it being issued. This training will be provided during the Criminal Investigator Training Program at the FLETC. If a special agent has not received the training from the FLETC or from another law enforcement agency, regional Defensive Tactics Instructors will provide the training modeled after the FLETC's Oleoresin Capsicum Spray course of instruction. Initial and annual refresher training will include instruction on the components and effects of OC, proper carriage, advantages and disadvantages of OC, proper application of OC, proper decontamination of an individual or area, and proper restraining and transporting procedures. Special agents will not be further exposed to OC after the initial training session. If the initial training is conducted within a special agent's region the regional Defensive Tactics Instructor will complete an OC Training Certificate (Appendix 6) upon completion of the training.
- Expandable Baton Training. Special agents must complete a minimum 8-hour training session in the use of the expandable baton prior to it being issued. This training will be provided during the Criminal Investigator Training Program at the FLETC. If a special agent has not received the training from the FLETC or from another law enforcement agency, regional defensive tactics instructors will provide the training modeled after the FLETC's Impact Weapon Control Techniques course of instruction. Initial and annual refresher training will include baton nomenclature, maintenance, proper deployment, movement techniques and proper strike areas. If the initial training is conducted within a special agent's region the regional defensive tactics instructor will complete an Impact Weapon Training Certificate (Appendix 7) upon completion of the training.
- Interactive or reality based training. Defensive tactics training sessions will include interactive training involving the special agents and one or more subjects. These scenarios will allow the special agents to use basic techniques in situations that are less controlled than practicing with a partner. Protective equipment will be provided to reduce the likelihood of injury during these exercises. Special agents should demonstrate a reasonably effective ability to successfully complete each scenario against a non-compliant subject or subjects. Scenarios may require handcuffing a non-compliant subject, disarming a subject, deploying OC or an expandable baton, and demonstrating proper weapon retention against an assailant.
- Regional firearms instructors and defensive tactics instructors will incorporate all levels of force during reality-based, non-lethal training ammunition (NLTA), or "Simunition", training sessions. Reality-based scenarios will be designed to require special agents to demonstrate a reasonable use of force in response to the actions of a subject or subjects. It may be necessary for special agents to rapidly escalate or de-escalate their use of force. Inert OC canisters and training batons will be made available to participating special agents during reality-based training scenarios.

7-8.

PRESENTATIONS

Regional instructors will provide presentations and facilitate discussions on the topics described in 7-4 and listed in EDITS, each calendar year. These presentations will include:

- Bloodborne Pathogen Exposure Control Training. In accordance with the OIG Exposure Control Plan for Occupational Exposure to Bloodborne Pathogens, all special agents will be required to obtain training regarding potential occupational exposure to bloodborne pathogens on an annual basis. This training can be provided by either by a qualified ED-OIG staff member (e.g., a certified EMT or a certified DT Instructor, etc.) or it can be provided by an outside entity.
- Flying Armed Training.
- CPR/Emergency First Aid, as needed to remain current. Special agents will remain current in their CPR certifications. Regional Defensive Tactics Instructors will coordinate and schedule CPR and Emergency First Aid training as necessary for special agents to maintain their CPR certifications. This training will generally be provided by an outside entity (e.g., Red Cross, American Heart Association).

SECTION 8. ISSUED EQUIPMENT

8-1. ISSUED EQUIPMENT

Special agents will be issued law enforcement equipment adhering to the following standards. Regional instructors will maintain an Employee Record of Issued Equipment, OIG Form 356 (Appendix 8), for each special agent in their respective regions.

- Firearm. Reference section 4-1. Special agents are required to carry at least one extra magazine while carrying a firearm on-duty. Magazines and magazine carriers will be supplied by the OIG.
- Holster. Special agents will be issued standard holsters from the OIG. Special agents may, at their own expense, purchase alternate holsters approved by the regional firearms instructor. (b) (7)(E)

(b) (7)(E)

Certain environmental conditions, such as extreme heat, may necessitate the need to carry a firearm in a manner as inconspicuously as possible for agent safety. It is recognized that some outer cover garments, or the use of "fanny pack" holsters can compromise the identity of law enforcement officers. Therefore, to accommodate special agents who may work in those conditions on a regular basis, the use of ankle holsters may only be permitted if the special agent is able to *safely* qualify using the ED-OIG Practical Pistol Course, and only if the special agent qualifies with this holster each quarter. The use of an ankle holster is not meant to replace the hip or shoulder carry holsters, but is to supplant those primary methods of carry and should only be used when necessary. The purchase of an ankle holster will be at the special agent's own expense, and must meet the basic safety requirements of other holsters allowable for use by ED-OIG.

(b) (7)(E)

Special agents must demonstrate proficiency with any holster they utilize and will qualify quarterly with their primary duty carry holster, which they use on a regular basis. Special agents will also qualify at least annually with any additional holsters used on or off-duty.

- Ammunition. Special agents will use only OIG ammunition while on or off-duty or during firearms training. Ammunition used for on or off-duty carry will be determined by the OIG. For qualification and training purposes only, special agents may use non-toxic lead-free ammunition.
- Handcuffs. A set of handcuffs and keys will be issued to all special agents. OIG standards require that handcuffs be composed of steel or other non-alloy material and be capable of double locking. The use of thumbcuffs or other such devices is prohibited. Special agents are required to carry handcuffs when carrying a firearm while on-duty. Special agents will train in the use of nylon flexcuffs. Flexcuffs will be made available to special agents and are permitted to be used when steel handcuffs are not available or not practical.

- Body Armor. (b) (7)(E)

(b) (7)(E)

(b) (7)(E)

Special agents are responsible for its proper storage and care. Special agents should inspect the ballistic panels of their body armor regularly, checking for wear or degradation. Body armor observed to have excessive wear will be replaced. Body armor will be replaced per the manufacturer's recommended schedule. Special agents who are separating from the OIG are permitted to maintain possession of their assigned body armor. Body armor is custom made for each special agent and generally cannot be assigned to a different special agent.

- Less-than-lethal devices. Less-than-lethal devices, expandable batons and pepper spray (OC), will be issued to each special agent upon successful completion of training. See section 6-2 of this chapter. (b) (7)(E)

SECTION 9. FIREARMS MAINTENANCE AND CLEANING

9-1. GENERAL

A special agent's life, or someone else's life, may depend on the proper functioning of the special agent's assigned handgun. An armed altercation is no time to discover that a weapon will not function due to neglect. Special agents are responsible for their assigned firearms and will keep the firearms clean and in operating condition at all times. The following cleaning equipment will be used:

- Cleaning Rod. Cleaning rods may be made of steel, brass, aluminum or plastic. The rod should be long enough to reach all the way through the barrel and strong enough so the applied pressure will not cause it to bend.
- Bore Brushes. Bore brushes may be made of nylon, brass, bronze, or stainless steel. Brass, bronze and nylon are recommended; stainless steel may be too hard and may score the barrel.
- Patches. Patches should be appropriate in size to avoid the cleaning rod from binding. Use the most absorbent side of the patch.
- Knife. A dull knife or scraping tool can be used to scrape carbon and residue from the chamber area.
- Cleaning Solvent. Any commercially available, standard gun cleaning solvent may be used. Solvents containing Teflon, such as Break Free, are recommended.
- Cleaning Cloth. Use a clean, lint free cloth to remove excess solvent. Do not circumvent the cleaning process by applying dirt, grease, fouling, etc. with a soiled cloth. Cotton is very absorbent and makes an excellent cleaning cloth.
- Multi-Purpose Lubricant. Wipe the weapon externally with a quality preservative, then wipe the excess from the weapon. Avoid the use of aerosol spray lubricants. The penetrating characteristics of these lubricants may be detrimental to cartridges and collect under the extractor. A Teflon based lubricant is recommended.
- Eye Protection. Eye protection should be worn when cleaning weapons to avoid possible eye injuries from the recoil spring, bore brush bristles, or other airborne particles.

9-2. HANDGUNS

After field stripping the handgun, it should be cleaned in the following manner. **PRIOR TO FIELD STRIPPING, SPECIAL AGENTS WILL VISUALLY AND PHYSICALLY INSPECT THE CHAMBER AND MAGAZINE WELL TO BE SURE NO LIVE ROUNDS ARE IN THE WEAPON.**

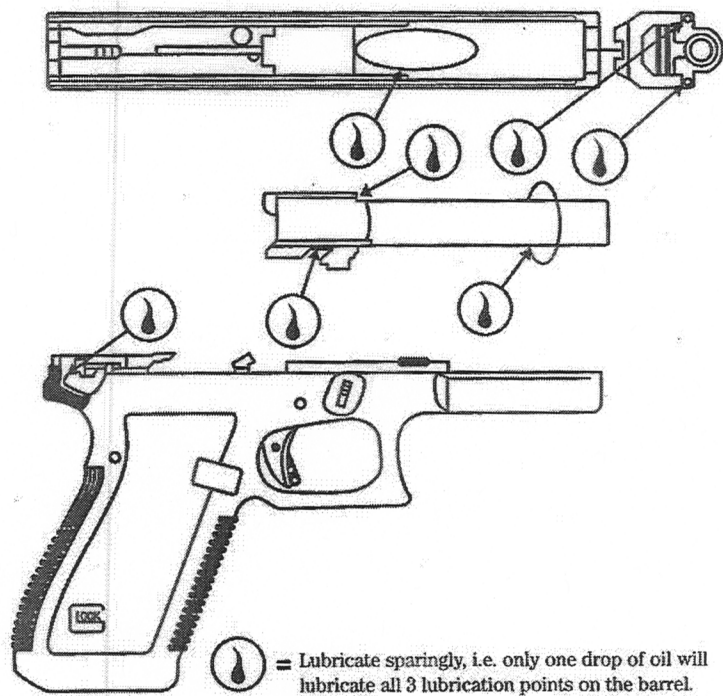
- Slide. Brush and inspect the inside of the slide rails, underneath the extractor, the breech face, and any points of lock up. Use a nylon brush dipped in solvent.

CAUTION: When cleaning the slide, the muzzle end should be pointed down to prevent debris and solvents from entering the firing pin channel.

Wipe the entire slide with a clean cloth to remove solvent and residue. The breech face and the area under the extractor claw should be absolutely dry and free of any debris after cleaning.

- Barrel. Run a bore brush dipped in solvent through the barrel from the **chamber end**. Cleaning from the chamber end allows the bore brush to effectively remove residue from the chamber shoulders. **The barrel chamber is the most important part of the weapon to clean.**
 1. Clean the barrel hood with a solvent soaked brush, particularly the areas that lockup with the slide and the locking block when in battery.
 2. Brush the feed ramp attached to the barrel to remove all build up and residue.
 3. Run patches through the barrel and wipe the entire barrel with a clean cloth to remove solvent and residue.
- Frame. Using a nylon brush dipped in solvent, brush and inspect the frame rails, the magazine well, the locking block, and the ejector. Wipe the entire frame with a clean cloth to remove solvent and residue.
- Lubrication. To properly lubricate the pistol after it has been thoroughly cleaned and dried, the following lubrication procedures should be followed:

Using a quality gun oil, lubricate the barrel, the barrel hood, the barrel lug, and the inside of the slide where the barrel hood rubs against the slide. Take only one drop of oil on your finger and rub each slide rail, or put one drop of oil in each slide rail cut. Most important is the drop of oil where the connector and trigger bar meet. See illustration:



Do not over-lubricate your pistol. Large quantities of oil or grease will collect unburned powder and other residue, which could interfere with proper functioning of the pistol.

CAUTION: Do not put oil inside the firing pin channel or magazine tube. The firing pin channel, magazine tube and breech face should be wiped dry before reassembly. Leaving solvent or lubricant in these areas could cause contamination of primers and a failure to fire.

9-3. SHOTGUNS

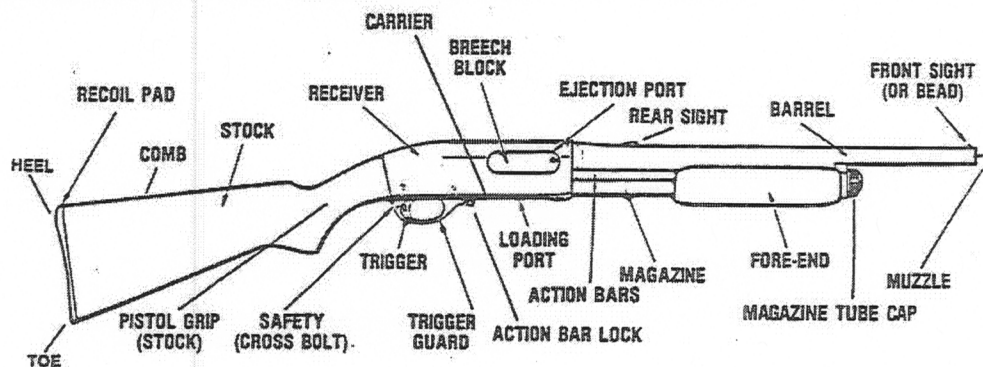
Extreme caution must be exercised when handling the shotgun. Special agents should be aware that the only safety feature on the shotgun is the cross bolt safety, which locks the trigger in place and, therefore, prevents accidental pulling of the trigger. There is no firing pin safety. Because of its design, it is possible that the shotgun may discharge if dropped or subjected to a sharp blow.

After each use the Remington 870 shotgun will be field stripped and cleaned in the following manner:

- Check the weapon and make it safe (action open, safety on, nothing in the chamber or magazine tube). Inspect weapon visually and physically. Check it twice.

- Point the muzzle of the weapon up, avoid pointing the weapon at anyone. Unscrew the magazine tube end cap from the magazine tube, remove the barrel and replace the magazine tube end cap. The end cap is then screwed back on the magazine tube to prevent the possibility of the magazine spring, which is under pressure, from flying out of the magazine tube, possibly injuring someone.
- Clean the barrel with a bore brush and patch cloth. Always run the bore brush down the barrel in the direction that the rounds would travel, from the chamber to the muzzle tip.
- Use a quality cleaner and lubricant to clean the barrel, chamber and all other metal parts.
- Wipe all exterior metal parts with a dry cloth and assemble the weapon.
- Assemble in reverse order.
 1. Remove the magazine tube end cap.
 2. Replace the barrel. When replacing the barrel, hold action in half-open position to avoid binding of the barrel and the fore-end or breaking ejector.
 3. Replace the magazine tube end cap. When replacing the magazine tube end cap, turn it until all "ratchet sounds" stop; the cap should be finger tight.
- Perform function check.

REMINGTON MODEL 870 PUMP ACTION SHOTGUN NOMENCLATURE



9-4. FIREARM INSPECTIONS AND REPAIR

Regional firearms instructors shall perform at least one safety inspection each year of all weapons assigned to their region, including special agents' approved personally owned firearms carried off-duty. During the annual safety inspections firearms instructors will perform a complete disassembly, cleaning, and inspection of all Glock pistols assigned to the office. The results of these inspections will be recorded on the Pistol Inspection Form, OIG Form 354 (Appendix 9), and forwarded to the NLEC. If a firearm is in need of service or repair, firearms instructors having completed the requisite armorer course may service or repair the firearm, the firearm may be sent to the manufacturer, or the firearm may be sent to the NLEC for repair. If a repair of a firearm is required, the regional firearms instructor will temporarily issue a same model replacement firearm to the special agent while the repair is being made.

- Any firearm that has been disassembled beyond routine field stripping for cleaning, or has been readjusted for repair will be field tested prior to being placed back into service. Only certified Glock or Remington armorers are authorized to disassemble an agency issued firearm, or personally owned firearm used under ED-OIG authority, beyond field stripping.
- Concurrent with the annual safety inspections of firearms, regional firearms instructors will also conduct an inspection of each agent's impact weapon, OC spray, badges and credentials. Such inspection will be made to ensure they are fully functional and not unreasonably worn, broken, defective or otherwise in need of repair or replacement. To reduce additional paperwork burdens, the results of these inspections can be recorded in the "Remarks" section on the bottom of the Pistol Inspection Form 354.

SECTION 10. REGIONAL INSTRUCTORS

10-1. GENERAL

Regional firearms instructors are responsible for firearms training and quarterly qualification for special agents in each region. Regional defensive tactics instructors are responsible for providing annual defensive tactics, arrest techniques and less-than-lethal device training in each region. Defensive tactics and firearms instructors will combine their training to allow special agents to transition between levels of force in response to varying threats.

The AIGI, DAIGI, Regional SAC and NLEC will approve candidates to attend firearms or defensive tactics instructor training.

- Firearms Instructor Candidates. Candidates for firearms instructor positions must meet the following requirements:

1. Law enforcement officer for at least three years or has specialized experience as a training professional outside of law enforcement;
 2. Ability to work with other special agents in a constructive manner;
 3. Proficiency with firearms and can consistently shoot a score of at least 275 of 300 on the FLETC Practical Pistol Course.
- Defensive Tactics Instructor Candidates. Candidates for defensive tactics instructor positions must meet the following requirements:
 1. Law enforcement officer for at least three years or has specialized experience as a training professional outside of law enforcement;
 2. Ability to work with other special agents in a constructive manner;
 3. Excellent physical condition.

10-2. INSTRUCTOR TRAINING

All use of force training provided to special agents by OIG instructors is based on the standards of the FLETC. Regional firearms and defensive tactics instructors will receive all Basic and Advanced Instructor training from the FLETC through the coordination and oversight of the NLEC and NLETC. Instructors may receive supplemental training from sources other than the FLETC. At a minimum, one instructor per region (Firearms or Defensive Tactics) will attend the FLETC Use of Force Instructor Training Program. However, all instructors are encouraged to attend the Use of Force Instructor Training Program.

- Firearms Instructors. After successful completion of the FLETC FITP, firearms instructors will attend, at a minimum and as course availability and funding allows, the following courses and will repeat the courses as required to maintain their instructor or armorer status:
 1. Use of Force Instructor Training Program (a minimum of one instructor per region is required to have attended this course)
 2. FLETC Reactive Shooting Instructor Training Program (RSITP), or FLETC Survival Shooting Training Program (SSTP)
 3. FLETC Firearms Instructor Refresher Training Program (FIRTP)
 4. FLETC Instructor Techniques for Non-Lethal Ammunition Training Program (ITNTA)
 5. GLOCK, Inc. armorer school

6. Remington 870 series armorer school
 7. Firearms instructors must be trained and remain currently certified to provide CPR and Emergency First Aid.
 8. The FLETC offers additional firearms instructor-level courses that OIG instructors are encouraged to attend as scheduling and funding permits.
- Defensive Tactics Instructors. Defensive tactics instructors will complete the FLETC Law Enforcement Control Techniques Instructor Training Program (LECTITP). The LECTITP is a physically demanding and intensive thirteen-day training program that combines instructor training for defensive tactics, arrest techniques and less-than-lethal devices. After successful completion of the FLETC LECTITP, defensive tactics instructors will attend, at a minimum and as course availability and funding allows, the following courses and will repeat the courses as required to maintain their instructor status:
 1. Use of Force Instructor Training Program (a minimum of one instructor per region is required to have attended this course)
 2. Law Enforcement Control Techniques Instructor Refresher Training Program (LECTIRTP)
 3. Defensive tactics instructors are encouraged to attend the FLETC Instructor Techniques for Non-Lethal Ammunition Training Program (ITNTA) Program
 4. Defensive tactics instructors must be trained and remain currently certified to provide CPR and Emergency First Aid.
 5. Defensive tactics instructors are encouraged to attend additional training outside of the FLETC as availability and funding allows. These outside courses increase instructor knowledge and abilities, benefitting the regional special agents.

10-3. INSTRUCTOR RESPONSIBILITIES

Regional instructors are expected to maintain a high level of proficiency in subjects in which they provide instruction. This proficiency is to be conveyed to all special agents in the region, with increased special agent skill and safety awareness being a constant goal. All use of force training will be conducted with reference to the OIG Deadly Force policy and the U.S. Supreme Court decisions Graham v. Connor and Tennessee v. Garner. Instructor responsibilities include the following:

- Maintaining a record of quarterly qualification scores for the region on OIG Form 351 and recording those scores in EDITS each quarter.

- Maintaining a Regional Firearm Inventory.
- Maintaining an Employee Record of Issued Equipment, OIG Form 356, for each special agent in the region.
- Scheduling a minimum of 16 hours per quarter for firearms, defensive tactics, interactive and classroom training.
- Documenting each firearms or defensive tactics training session to include the special agents attending the training session and the training conducted on OIG Form 367, Training Attendance Form, and recording the training for each special agent in EDITS. Completed OIG Forms 367 are to be maintained indefinitely by the regional instructors.
- Providing all annual, refresher and advanced training as listed in EDITS.
- Providing initial and refresher training in the use of OC and the expandable baton as described in section 7-7.
- Maintaining adequate firearms and defensive tactics related equipment and supplies for the region.
- Working with each special agent as needed to consistently improve use of force judgment skills.
- Instructors are encouraged to enroll in professional organizations (such as the International Association of Law Enforcement Firearms Instructors [IALEFI]) and to attend available regional or national conferences offered by those organizations.
- Regional firearms instructors, defensive tactics instructors, physical fitness instructors, and NLEC will convene as necessary to evaluate the training being provided to OIG special agents. Instructors and the NLEC will evaluate current training practices and make improvements when necessary to increase the judgment and tactical skills of the special agents.

10-4. TRAINING PROVIDED TO OUTSIDE AGENCIES

To maintain proficiency, regional firearms instructors may assist with or provide use of force training to other Federal law enforcement agencies as resources permit.

10-5. NATIONAL LAW ENFORCEMENT COORDINATOR

At the direction of the AIGI or DAIGI, the NLEC is responsible for, among others, the review and implementation of all firearms, defensive tactics and physical fitness training programs and all record keeping therein. The NLEC will track and monitor instructor training completed by OIG firearms, defensive tactics and physical fitness instructors.

The NLEC will review OIG manual chapters concerning firearms, defensive tactics, physical fitness and other law enforcement training. The NLEC will review, research and recommend or obtain equipment or documents needed to support the law enforcement mission of special agents. The NLEC will coordinate the purchase or transfer of weapons for the OIG. The NLEC will track the issuance and repair of firearms. The NLEC is responsible for the storage of non-issued firearms and the disposal of firearms no longer needed by the OIG. The NLEC will maintain a log of all arrest reports. The NLEC will coordinate the OIG Critical Incident Stress Management team.

SACs, special agents and firearms instructors will forward all requested information, score sheets, and receipts to the NLEC as required.

WEAPON RECEIPT

1. The National Law Enforcement Coordinator is responsible for assigning a specific firearm to each special agent.
2. Special agents are required to sign and date a Weapon Receipt and return the original receipt to the National Law Enforcement Coordinator after having received a firearm.

I, Special Agent _____, assigned to the _____ field office, acknowledge receipt of the following U.S. Government owned firearm. I agree to comply with the established U.S. Department of Education, Office of Inspector General policies and procedures governing the storage, safety, and use of officially issued firearms.

MAKE:

MODEL:

CALIBER:

SERIAL NUMBER:

DATE

SIGNATURE

TRAINING ATTENDANCE FORM

1. OIG Special Agents who attend in-service firearms, defensive tactics, interactive or related classroom training sessions will initial this form.
2. The responsible Instructor will complete this form and maintain the original attached to the appropriate lesson plan. The responsible Instructor will record the training for each Special Agent in EDITS.

REGION:

INSTRUCTOR(S):

DATE OF TRAINING:

LOCATION OF TRAINING:

LESSON PLAN(S) INSTRUCTED:

TOTAL HOURS:

SPECIAL AGENT NAME: (TYPE OR PRINT)	INITIALS:	COMMENTS:
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		

INSTRUCTOR NOTES:

INJURIES: (NO INJURIES / THE FOLLOWING INJURIES) were brought to the attention of the Instructor:

INSTRUCTOR SIGNATURE: _____

EMERGENCY CONTACT LIST

Each Special Agent in Charge will maintain an emergency contact list of those to be contacted in the event of any injury to a Special Agent.

OFFICE LOCATION:

AGENT WORK INFO:	AGENT RESIDENTIAL INFO:	OTHER AGENT INFO:	FIRST CONTACT INFO:	SECOND CONTACT INFO:

TRAINING NOTIFICATION

DATE:

SUBJECT:

TO: Special Agents
Special Agent in Charge

DEFENSIVE TACTICS/FIREARMS TRAINING IS SCHEDULED FOR:

Date:

Time Beginning:

Time Ending:

Total Hours:

Location:

Training Topics:

Equipment Required:

Additional Instructions:

All Special Agents should report to the above location with appropriate equipment and dress.

RANGE SAFETY RULES / FIREARM QUALIFICATION RECORD

1. The ED-OIG Practical Pistol Course will be used as the course of fire.
2. To qualify Special Agents must score a minimum 35 hits within the silhouette; scores recorded as pass or fail.
3. Firearms Instructors and qualifying Special Agents must certify the record below and enter in EDITS.

RANGE SAFETY RULES:

- All weapons fired will be under the immediate supervision of a Firearms Instructor.
- Treat all weapons as if they are loaded.
- Eye and ear protection must be worn at all times while on the firing range.
- Only OIG ammunition is to be used with OIG firearms.
- Loading or unloading firearms is only permitted in designated areas.
- No loaded weapon is to be left unattended on the range at any time.
- In case of a misfire or other malfunction, keep the muzzle pointed downrange and notify the Firearms Instructor.
- Fire at designated targets only and be sure the backstop is clear.
- Bending or stepping over the firing line is only permitted after the Firearms Instructor has declared the firing line safe.
- A shooter who has recently consumed alcohol or has taken medication that may impair the shooter's ability to handle a firearm safely will not be allowed on the range.
- Talking is prohibited while on the firing line.
- Do not anticipate commands from the Firearms Instructor.
- Keep your finger off the trigger and outside the trigger guard until the firearm is on target and ready to fire.

DEADLY FORCE POLICY:

Deadly force, including the use of firearms, may only be used when the Special Agent has probable cause to believe that the subject of such force poses an imminent danger of death or serious physical injury to the Special Agent or to another person.

DATE: _____ **RANGE:** _____ **INSTRUCTOR:** _____ **REGION:** _____

THIS QUALIFICATION RECORD IS FOR THE _____ QUARTER OF _____.

SPECIAL AGENT:	FIREARM SERIAL NUMBER:	QUAL ATTEMPT DATE; PASS/FAIL:	QUAL ATTEMPT DATE; PASS/FAIL:
1.)			
2.)			
3.)			
4.)			
5.)			
6.)			
7.)			
8.)			
9.)			
10.)			

I CERTIFY THAT ALL SCORES RECORDED ARE ACCURATE AND I HAVE READ AND UNDERSTAND THE USE OF DEADLY FORCE POLICY:

SIGNATURE OF INSTRUCTOR: _____ **AGENT INITIALS:** _____

OLEORESIN CAPSICUM (OC) TRAINING CERTIFICATE

THIS CERTIFICATION IS FOR SPECIAL AGENT (PRINT):

REGION:

DATE OF TRAINING:

INSTRUCTOR NAME (PRINT):

LOCATION OF TRAINING:

I certify that the above named special agent has completed training in the use of OC. This training included instruction in the components and effects of OC, proper carriage of OC, the advantages and disadvantages of OC, the proper application techniques of OC, and the proper OC decontamination procedures and was based on the FLETC Oleoresin Capsicum Spray outline of instruction. This Special Agent was exposed to OC and experienced its effects.

INSTRUCTOR SIGNATURE: _____

DATE: _____

IMPACT WEAPON TRAINING CERTIFICATE

THIS CERTIFICATION IS FOR SPECIAL AGENT (PRINT):

REGION:

DATE OF TRAINING:

INSTRUCTOR NAME (PRINT):

LOCATION OF TRAINING:

I certify that the above named Special Agent has successfully completed training in the use of impact weapons. A Baton Skill Review Evaluation, Baton Use of Force Evaluation and a written exam have been completed and are attached. This training was based on the FLETC Baton Control Techniques outline of instruction.

INSTRUCTOR SIGNATURE: _____

DATE: _____

Regional Instructors will maintain an Employee Record of Issued Equipment for each Special Agent in the region.

OFFICE LOCATION:[illegible]

GLOCK Pistol Inspection Form

WARNING: NO LIVE AMMUNITION IN INSPECTION AREA: CHECK THAT PISTOLS AND MAGAZINES ARE UNLOADED AND CLEAR.

Name: _____ Model: _____ Serial Number _____ Date: _____

INSPECTION OF ASSEMBLED PISTOL

(Mark pass/fail)

- | | |
|---------------------------------------|--|
| 1. External visual inspection _____ | 5. Trigger reset check _____ |
| 2. Trigger safety check _____ | 6. Does empty magazine lock slide back _____ |
| 3. Trigger pull _____ | 7. Are component parts correct _____ |
| 4. "Locking up" and "unlocking" _____ | 8. Engagement _____ |

INSPECTION OF FIELD STRIPPED AND DETAILED STRIPPED PISTOL

Component	Pass	Fail	Component	Pass	Fail
I. FIELD STRIPPED EXAM			5. Firing pin spring		
A. Barrel			6. Spacer sleeve		
1. Barrel bulged			7. Firing pin channel/liner		
2. Cracks at muzzle or chamber			C. Extractor depressor plunger assembly		
3. Longitudinal cracks			1. Installed properly		
4. Condition of lugs			2. Spring straight and undamaged		
B. Slide			3. Correct spring loaded bearing		
1. Sights/Night Sights (inspection)			D. Extractor		
2. Front Sight pin/screw present			1. Upgrade present		
3. Grooves (condition of)			2. Condition of extractor		
4. Guide ring			E. Firing pin safety		
5. Cracks, especially under ejection port			1. Upgrade present		
6. Slide "stop" lever notch			2. Firing pin safety spring in place		
7. Brass deposits (excessive?)			3. Firing pin safety test		
8. Extractor clearance (clean?)			F. Locking block pin — upgrade		
C. Receiver			G. Trigger pin		
1. Magazine catch			H. Locking block		
2. Receiver cracks			I. Trigger spring — installed correctly		
3. Slide stop lever tension			1. With proper connector		
4. Correct ejector			J. Trigger with trigger bar		
5. Condition of rails			1. Correct for the pistol		
6. Slide lock (up & to the rear)			2. Unusual wear		
D. Recoil spring assembly			K. Trigger mechanism housing		
II. DETAIL STRIPPED EXAM			1. Ejector condition		
A. Slide cover plate			2. Connector tight		
B. Firing pin assembly			L. Magazine		
1. Upgrade present			1. Tube-lips damaged		
2. Correct firing pin			2. Spring-correct, undamaged		
3. Nose chipped or broken			3. Follower, cracked, broken		
4. Firing pin spring cups			4. Correct for pistol		

Remarks: _____

Reassembly—After the component parts of the "detailed stripped" pistol have been found to be acceptable (or have been corrected), and they have been cleaned, the pistol will be reassembled. The reassembled pistol will then be reinspected to ensure functionality.

Inspected By: _____

Dear AIGI _____:

I am writing to request OIG photographic identification indicating that I am a former law enforcement officer. My request is made for the purpose of obtaining the authority to carry a concealed firearm pursuant to The Law Enforcement Officers Safety Act of 2004 and the Law Enforcement Officers Safety Act Improvements Act of 2010 (Act).

I will separate from the OIG as of (date). I am separating from the OIG in good standing with at least 10 aggregate years of service as a law enforcement officer. The enclosed attestation indicates that I am not prohibited by Federal law from receiving a firearm. Included in the enclosure is an authorization for the OIG to perform a check of the National Crime Information Center (NCIC) database to confirm that I am not subject to such a prohibition.

I understand that I must carry this requested identification any time that I am carrying a concealed firearm pursuant to the Act. I understand that in addition to obtaining photographic identification that I am a former law enforcement officer, the Act requires that I obtain a certification issued by the State in which I reside that indicates that I have been tested or otherwise found by the State to have met the standards established by the State for training and qualification for active law enforcement officers to carry a firearm of the same type as the concealed firearm. I understand the OIG will not reimburse me for any cost associated with this qualification requirement and will not provide firearms qualification testing for a personally owned firearm.

I understand that the Act excludes from the definition of a firearm a machinegun, silencer, or any destructive device defined in section 18 U.S.C. § 921(including a bomb, grenade, poison gas or mine); that the Act does not override State laws that permit private persons or entities to prohibit the possession of a concealed firearm on their property or the possession of firearms on any State or local government property, installation, building, base, or park; and that I may not be under the influence of alcohol or another intoxicating or hallucinatory drug or substance while carrying a concealed firearm.

Finally, I understand that the Act does not convey any law enforcement authority and does not vest me with the power of arrest, and accordingly, I will not be provided representation by the Department of Justice in any suit arising from a critical incident related to the carrying of a concealed firearm.

Sincerely,

Special Agent

Enclosures

ATTESTATION

I herby attest that, to the best of my knowledge, I am not prohibited by Federal law from purchasing, receiving, or carrying a firearm. In so attesting, I understand that Title 18 of the United States Code prohibits the following persons from purchasing, receiving, or carrying a firearm:

- (1) those under indictment for or convicted of a crime punishable by imprisonment for a term exceeding one year;
- (2) fugitives from justice;
- (3) unlawful users and/or addicts of any controlled substances;
- (4) those adjudicated as mentally defective or who have been involuntarily committed to a mental institution or otherwise judged incompetent to handle their own affairs;
- (5) illegal aliens or aliens admitted to the United States under a nonimmigrant visa;
- (6) those dishonorably discharged from the U.S. Armed Forces;
- (7) those who have renounced their U.S. citizenship;
- (8) subjects of a protective order; and
- (9) those convicted of a misdemeanor crime of domestic violence.

Signature: _____ Date: _____

AUTHORIZATION TO PERFORM A NATIONAL CRIME INFORMATION CENTER (NCIC) DATABASE CHECK

I herby authorize the U.S. Department of Education, Office of Inspector General to perform a National Crime Information Center (NCIC) database check to confirm that I am not prohibited by Federal law from purchasing, receiving or carrying a firearm.

Signature: _____ Date: _____



U.S. Department of Justice

Office of the Deputy Attorney General

The Deputy Attorney General

Washington, D.C. 20530

May 16, 2011

MEMORANDUM FOR

Robert S. Mueller III
Director
Federal Bureau of Investigation

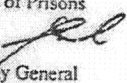
Michele M. Leonhart
Administrator
Drug Enforcement Administration

Kenneth E. Melson
Acting Director
Bureau of Alcohol, Tobacco, Firearms and Explosives

Stacia A. Hylton
Director
United States Marshals Service

Thomas R. Kane
Acting Director
Federal Bureau of Prisons

FROM:

James M. Cole 
Deputy Attorney General

SUBJECT:

Policy on the Use of Less-Than-Lethal Devices

Attached is the Department's Policy on the Use of Less-Than-Lethal Devices, approved by the Attorney General on April 21, 2011. Please ensure that the policy is distributed to every affected employee within your component.

Attachment

DEPARTMENT OF JUSTICE POLICY STATEMENT
ON THE USE OF LESS-THAN-LETHAL DEVICES

- I. Department of Justice (DOJ) law enforcement officers (officers) are authorized to use less-than-lethal devices only as consistent with this policy statement.
- II. Pursuant to this policy statement, less-than-lethal devices:
 - A. Are synonymous with "less lethal," "non-lethal," "non-deadly," and other terms referring to devices used in situations covered by this policy statement; and
 - B. Include, but are not limited to:
 1. Impact Devices (e.g., batons, bean bag projectiles, baton launcher, rubber projectiles, stingballs);
 2. Chemical Agents (e.g., tear gas, pepper spray, pepperballs); and
 3. Conducted Energy Devices (e.g., electronic immobilization, control, and restraint devices).
- III. DOJ officers are authorized to use less-than-lethal devices only in those situations where reasonable force, based on the totality of the circumstances at the time of the incident, is necessary to effectuate an arrest, obtain lawful compliance from a subject, or protect any person from physical harm. Use of less-than-lethal devices must cease when it is no longer necessary to achieve the law enforcement objective.
- IV. DOJ officers are authorized to use only those less-than-lethal devices authorized by their component and that they are trained to use, absent exigent circumstances.
- V. DOJ officers are not authorized to use less-than-lethal devices if voice commands or physical control achieve the law enforcement objective. DOJ officers are prohibited from using less-than-lethal devices to punish, harass, or abuse any person.
- VI. Less-than-lethal devices are used with a reasonable expectation that death or serious bodily injury will not

result. They are, however, recognized as having the potential to cause death or serious bodily injury, and DOJ officers may use less-than-lethal devices as deadly weapons only when authorized under the DOJ Policy Statement on the Use of Deadly Force.

- VII. DOJ officers must make necessary medical assistance available to subjects of less-than-lethal device use as soon as practicable.
- VIII. DOJ components must establish rules and procedures implementing this policy statement. Each component will ensure that state/local officers participating in joint task force operations are aware of and adhere to the policy and its limits on DOJ officers.
- IX. DOJ components must establish training programs and procedures for using less-than-lethal devices that are consistent with this policy statement and federal law.
- X. DOJ components must individually establish procedures for documenting, reporting, reviewing, and investigating (as warranted), all incidents involving the use of less-than-lethal devices.
- XI. This policy statement is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity, against the United States, its departments, agencies, or other entities, its officers or employees, or any other person.

UNITED STATES DEPARTMENT OF EDUCATION

OFFICE OF INSPECTOR GENERAL

OIG INVESTIGATION SERVICES MANUAL

CHAPTER 3250

Date Approved: 4/30/13

Approved By:

William D. Hamel
Assistant Inspector General
for Investigation Services



This chapter sets forth policy and procedures to be followed by Office of Inspector General special agents for the use of Confidential Informants (CIs) as a method for collecting and developing evidence in violation of criminal law.

Material Superseded: Chapter 3250 – Issued April 12, 2002

CHAPTER 3250 –INFORMANTS

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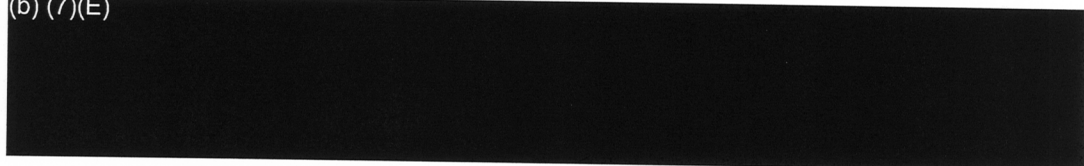
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CHAPTER 3250 - INFORMANTS

SECTION 1. GENERAL

1-1. Purpose

The use of Confidential Informants (CIs) is a recognized and important investigative method for collecting and developing evidence of violations of criminal law. Because of the responsibility of the government to protect CIs identities, serious discretion and oversight must be exercised in their use.

1-2. Authority

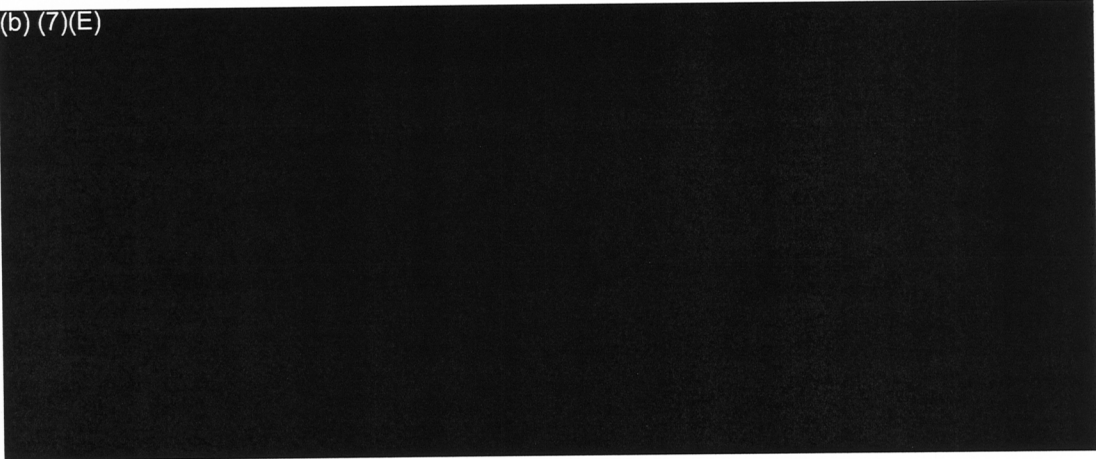
Authority to use CIs is provided through the Inspector General (IG) Act of 1978, Section 6 (e) <http://www.ignet.gov/pande/leg/igactasof1010.pdf>; *The Attorney General (AG) Guidelines for Offices of Inspector General with Statutory Law Enforcement Authority, Part VI, "Adherence to Attorney General Guidelines"* (12/8/03) (See Chapter 3100 Appendix 1); and *The Attorney General's Guidelines Regarding the Use of CIs* (5/30/2002) <http://www.ignet.gov/pande/standards/invprg1211apph.pdf>.

1-3. Policy

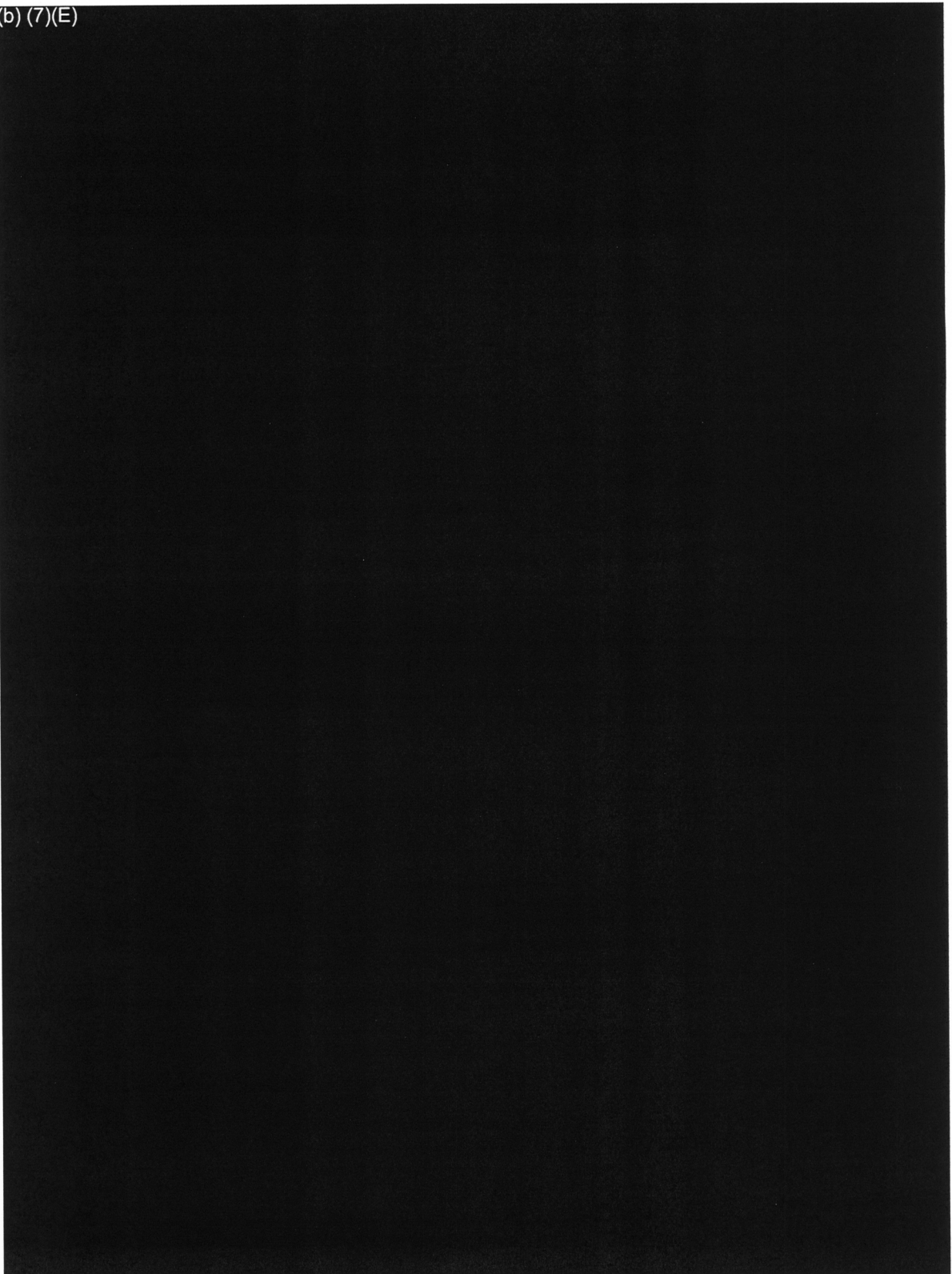
This section contains policies and procedures to be followed in the establishment, use and handling of CIs by the U.S. Department of Education, Office of Inspector General (ED/OIG). OIGs are subject to the standards for the use of CIs set forth in *The Attorney General's Guidelines Regarding the Use of CIs* <http://www.ignet.gov/pande/standards/invprg1211apph.pdf>

1-4. Definitions

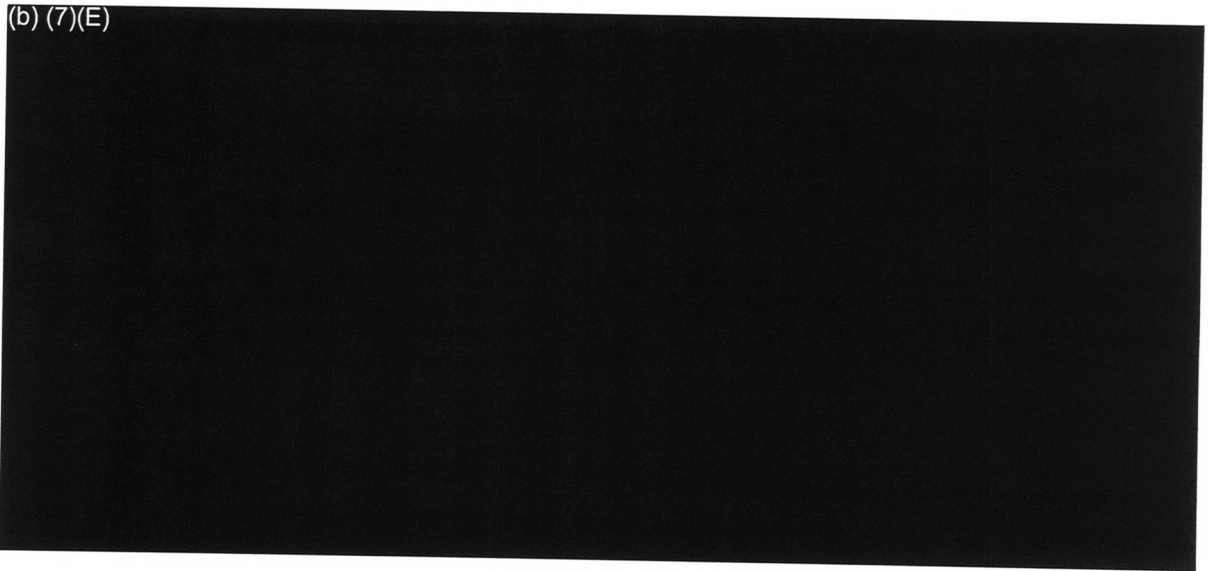
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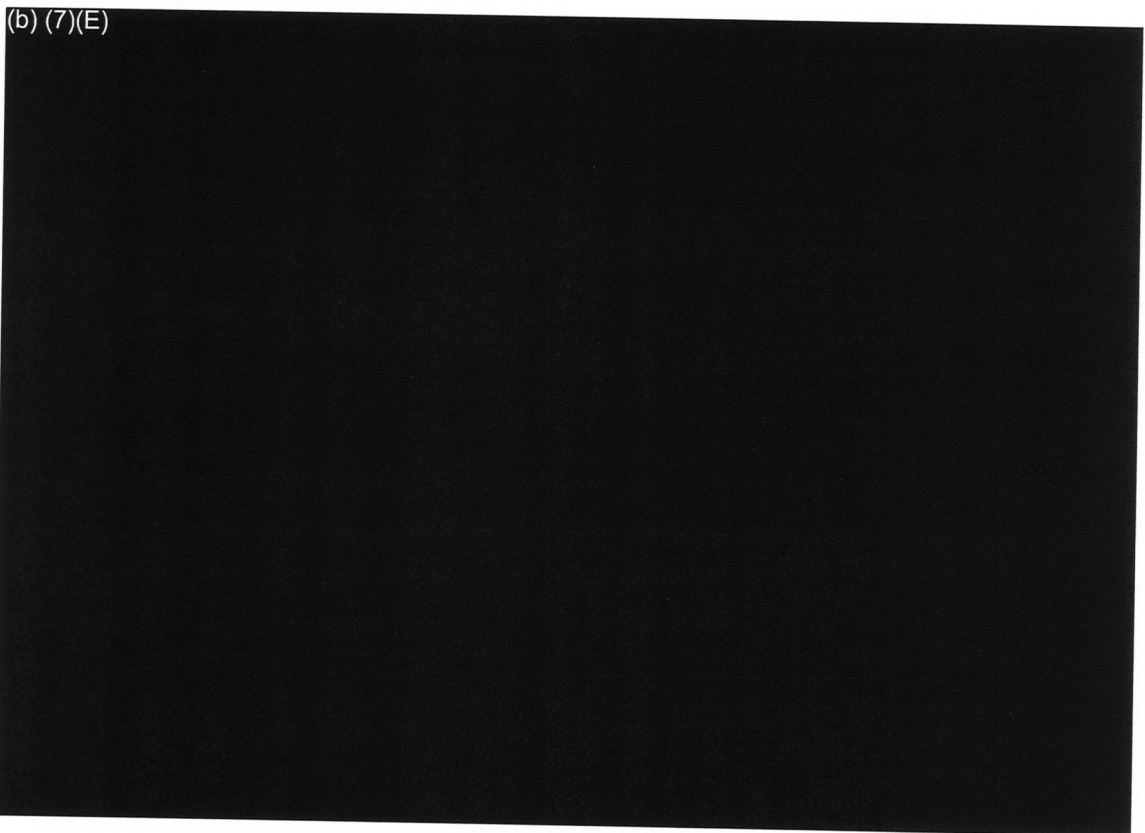
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SECTION 2. UTILIZATION OF CONFIDENTIAL INFORMANTS (CI)

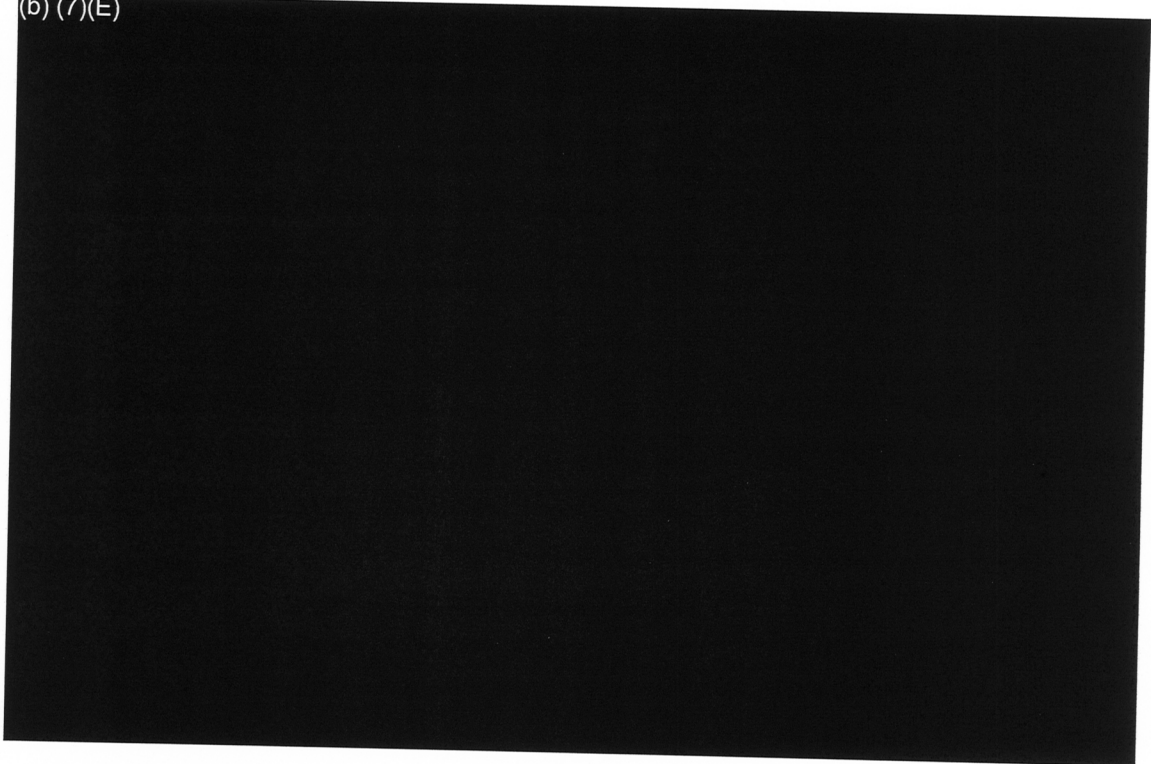
2-1. CI Numbering System

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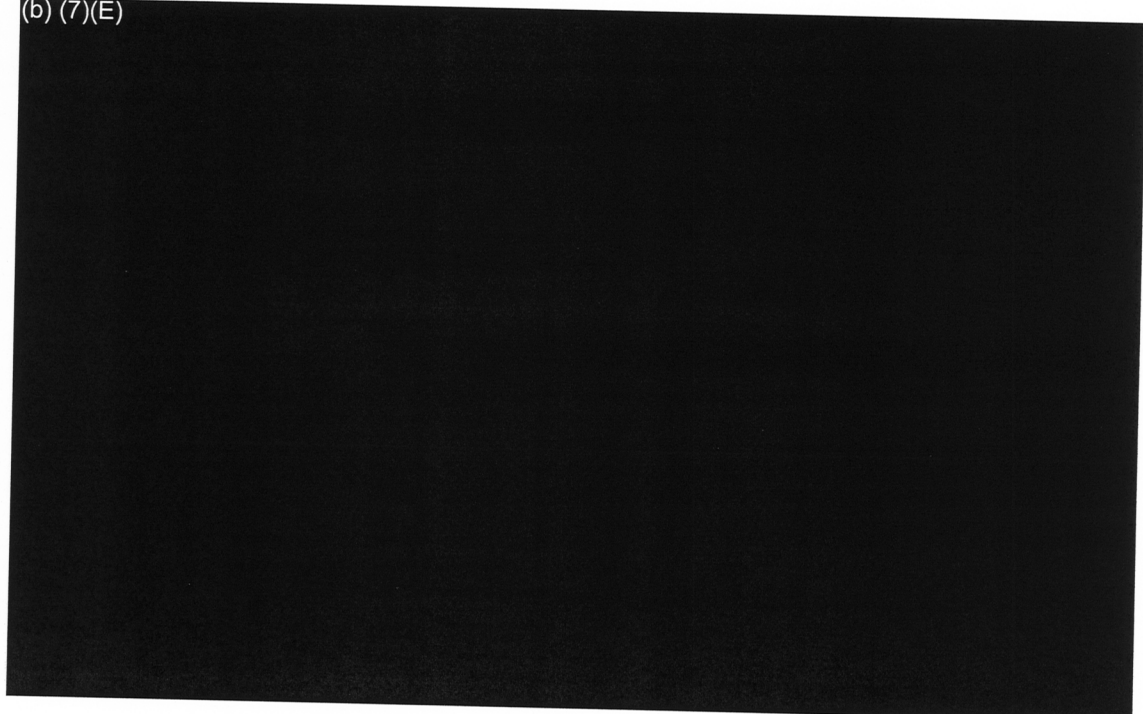
2-2. CI Number Book

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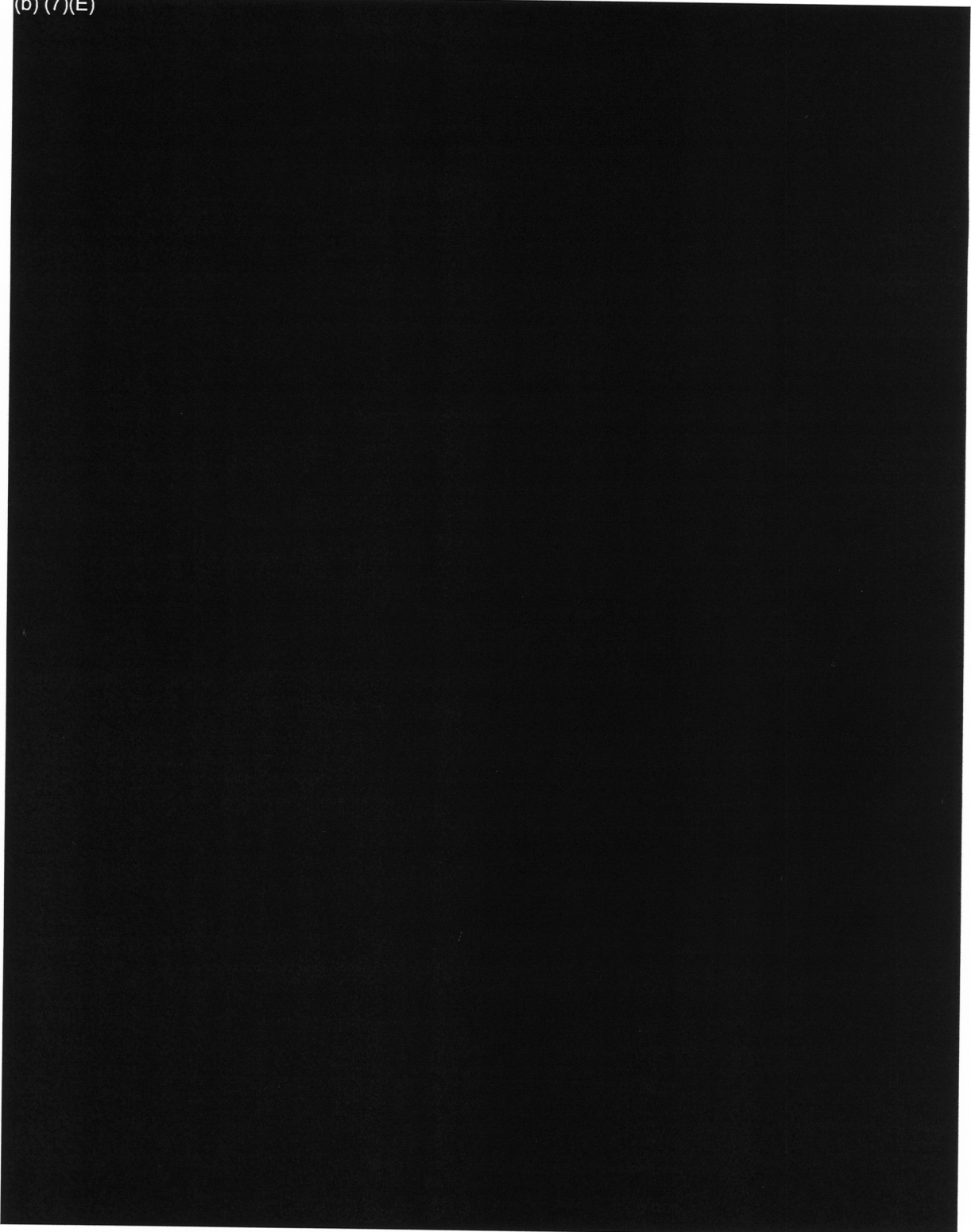


2-3. Establishing CIs

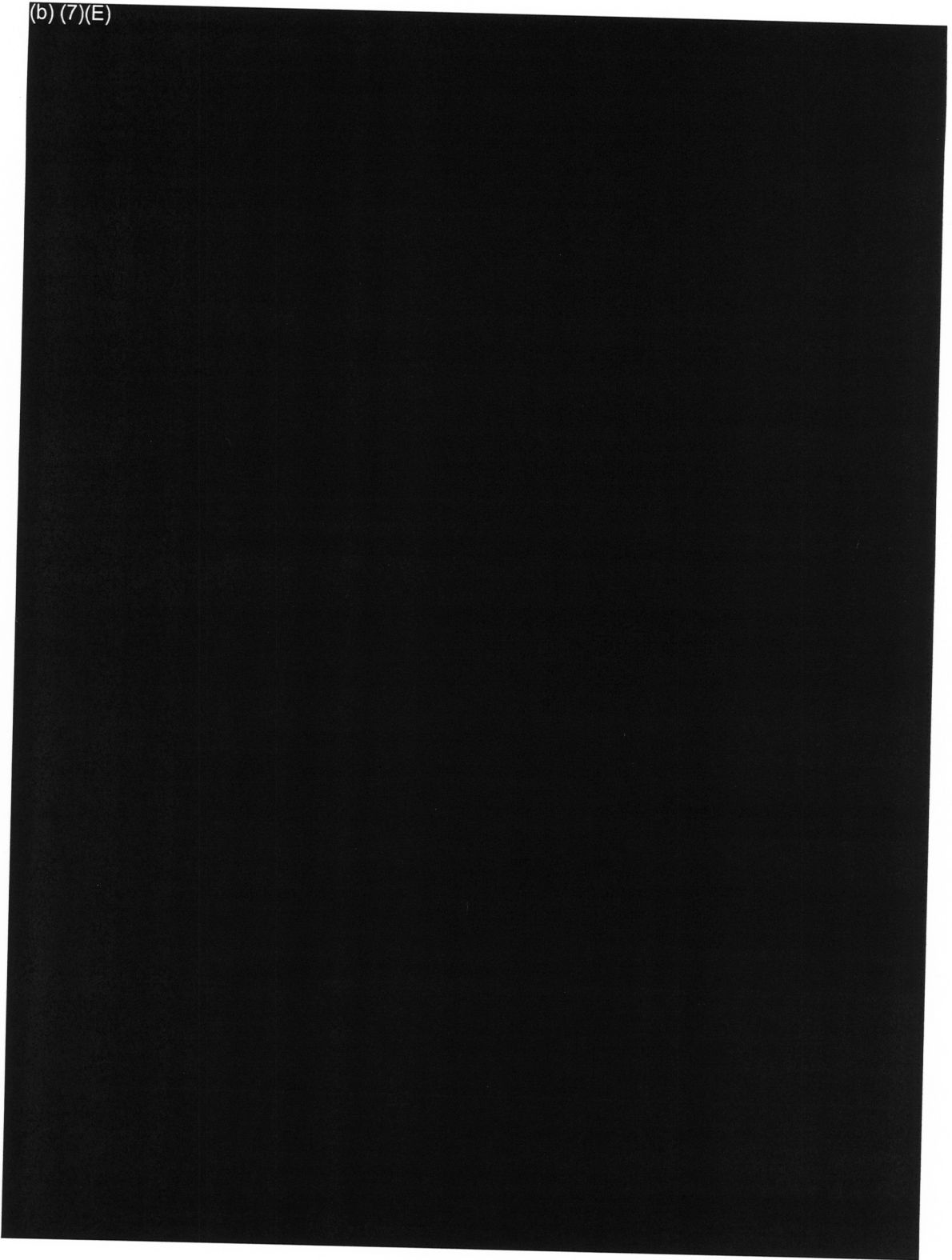
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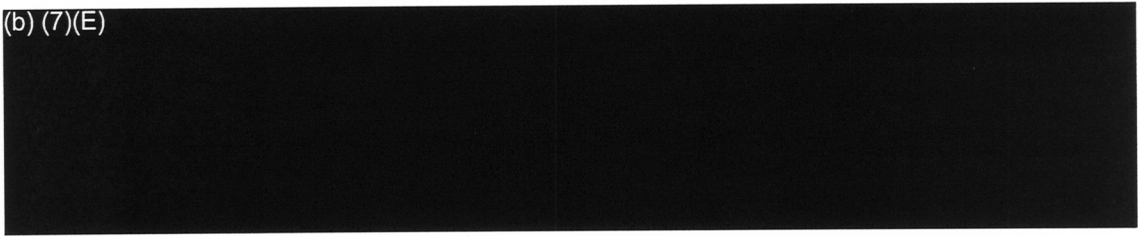
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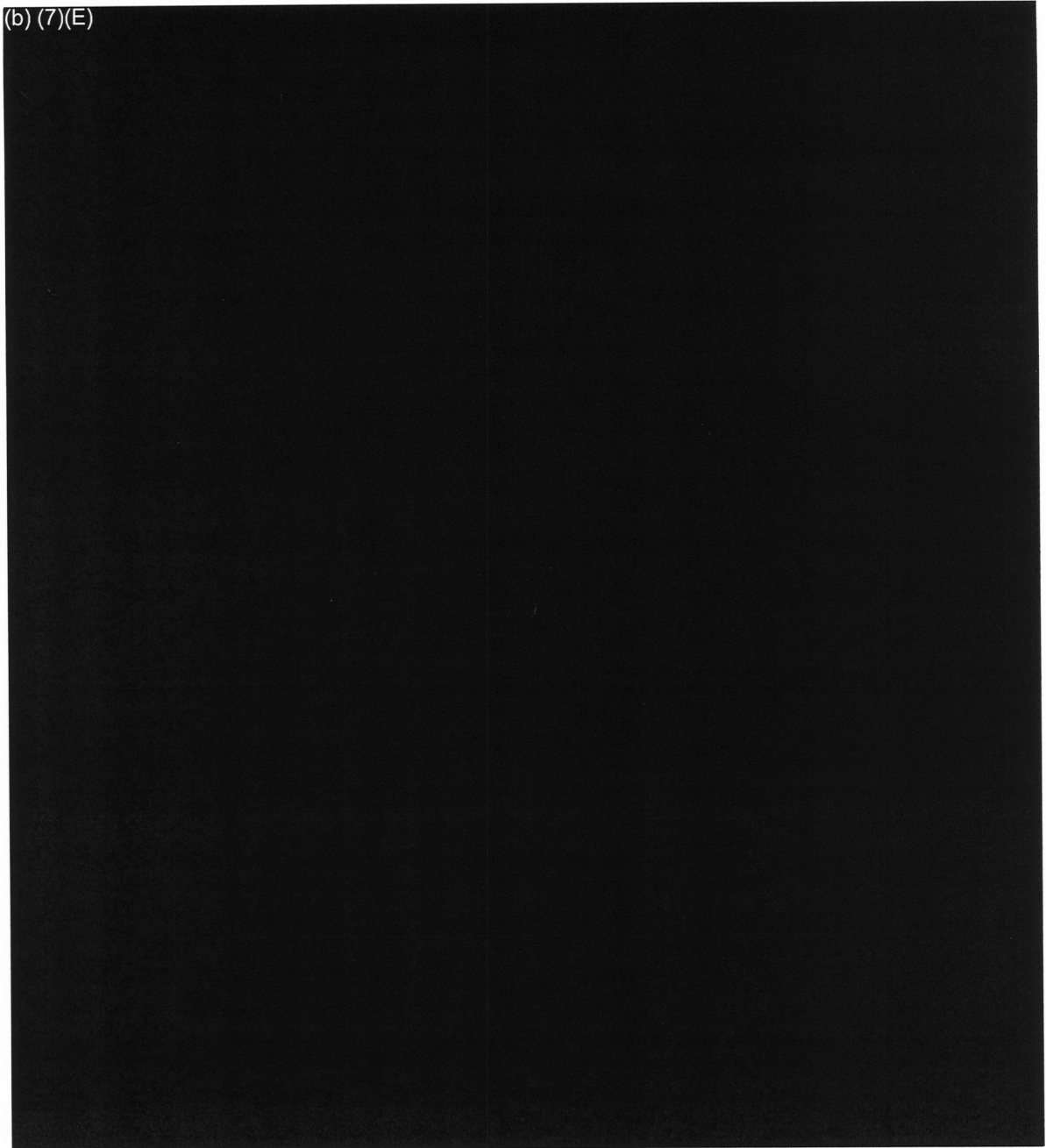


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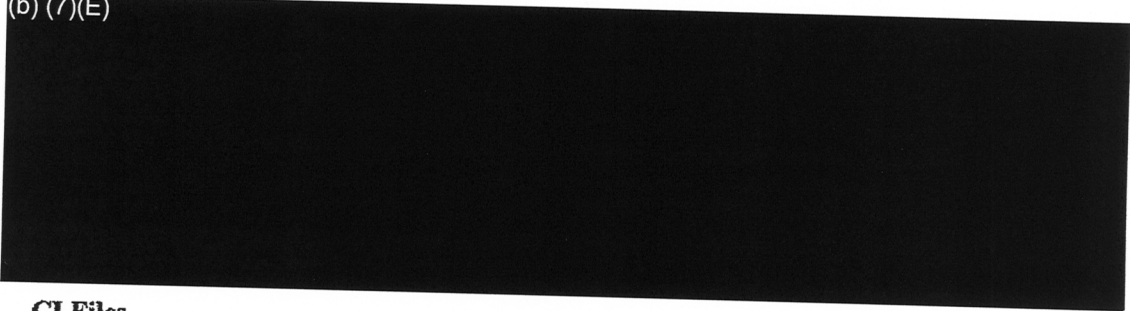
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2-4. Utilization of CIs

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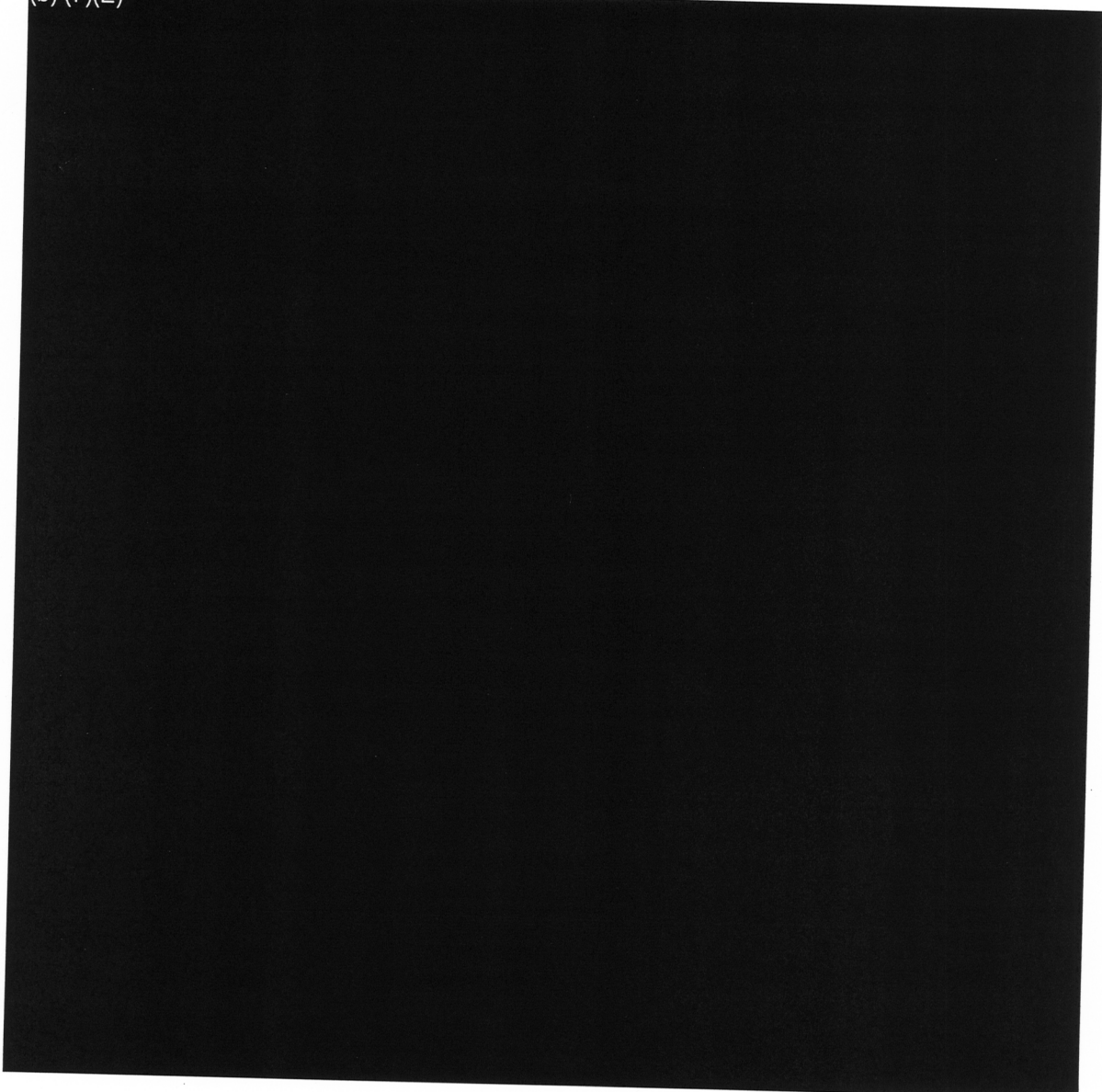
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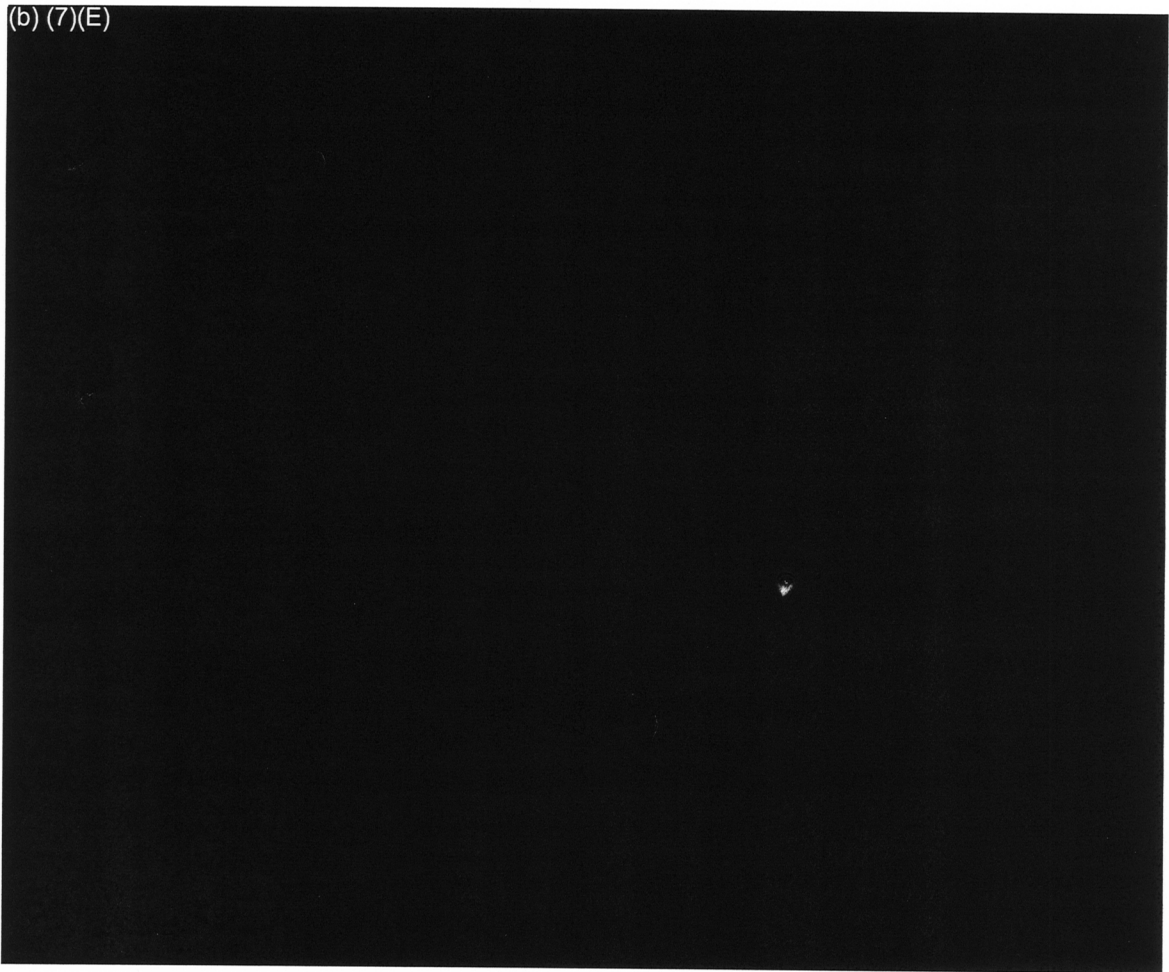
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2-5. CI Files

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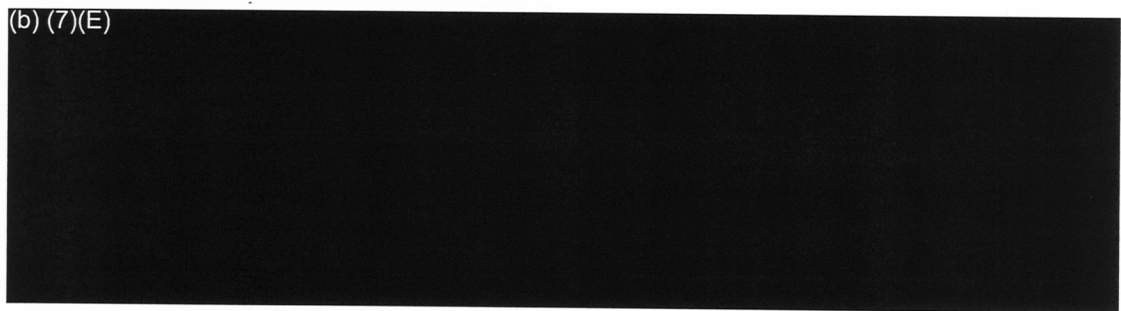
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2-6. Use of Polygraph Examinations

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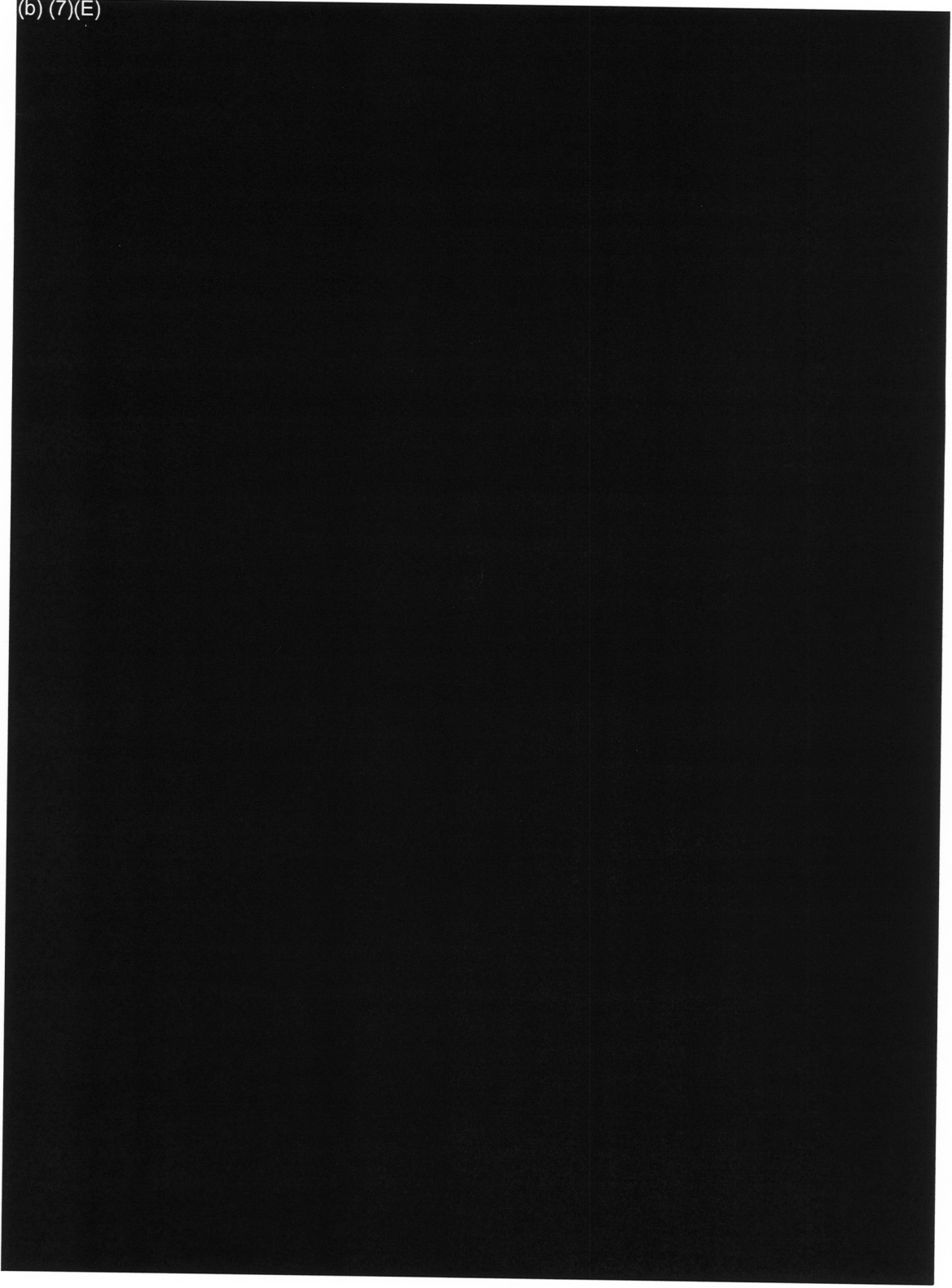


2-7. Special Approval Requirement

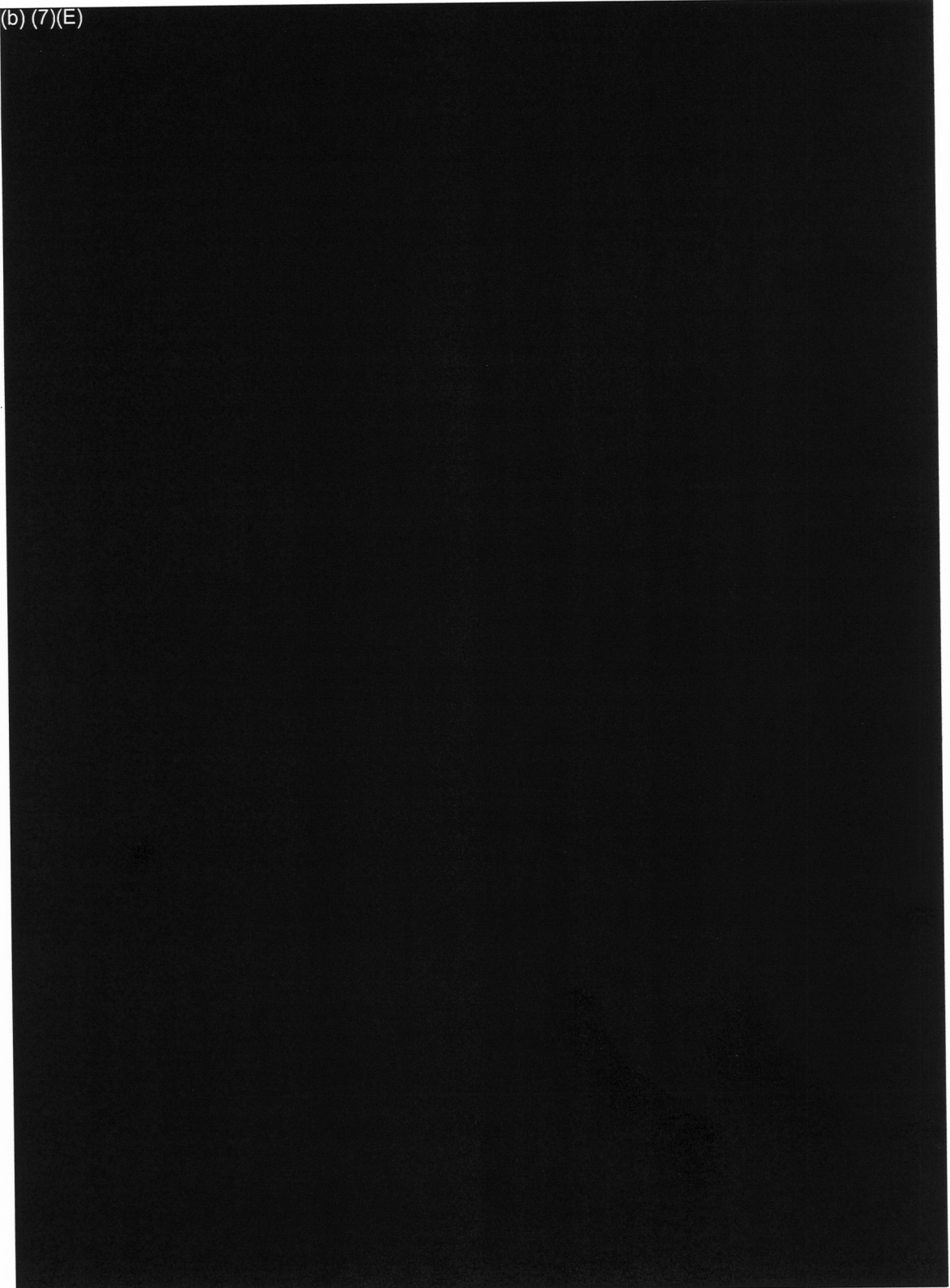
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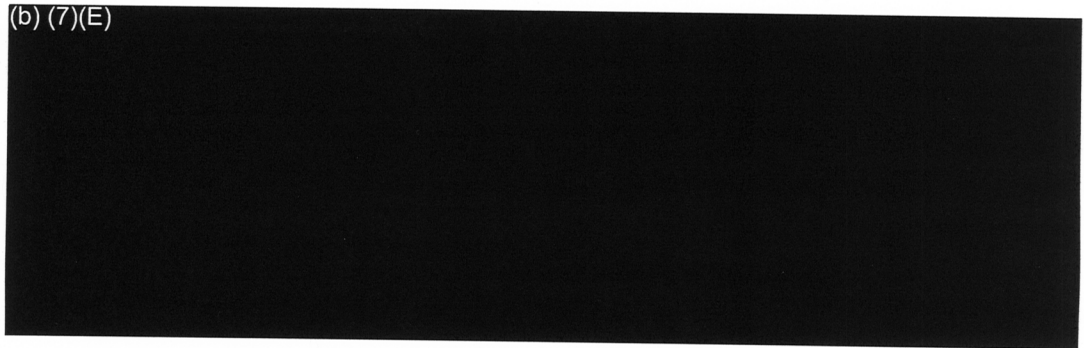
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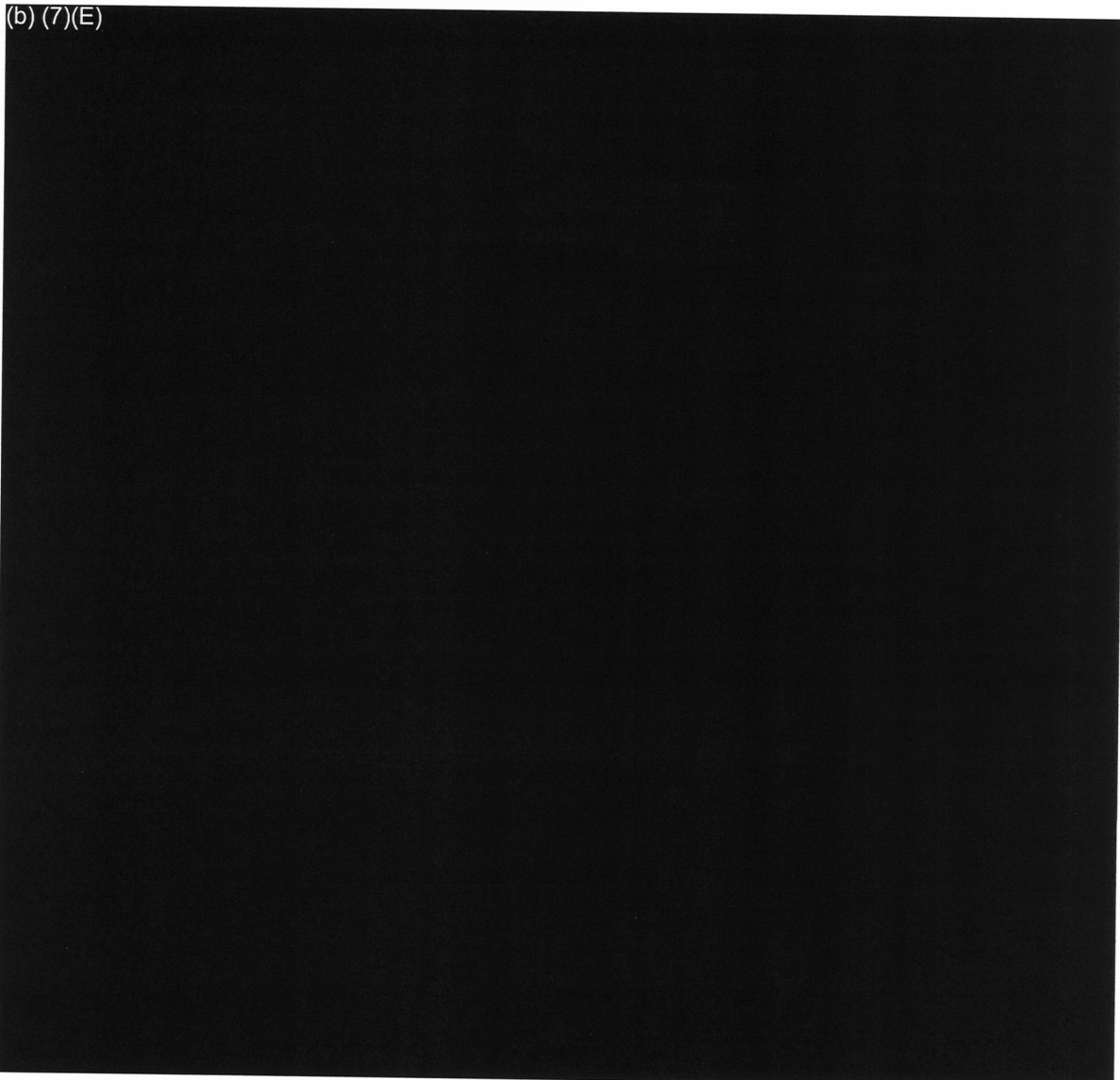


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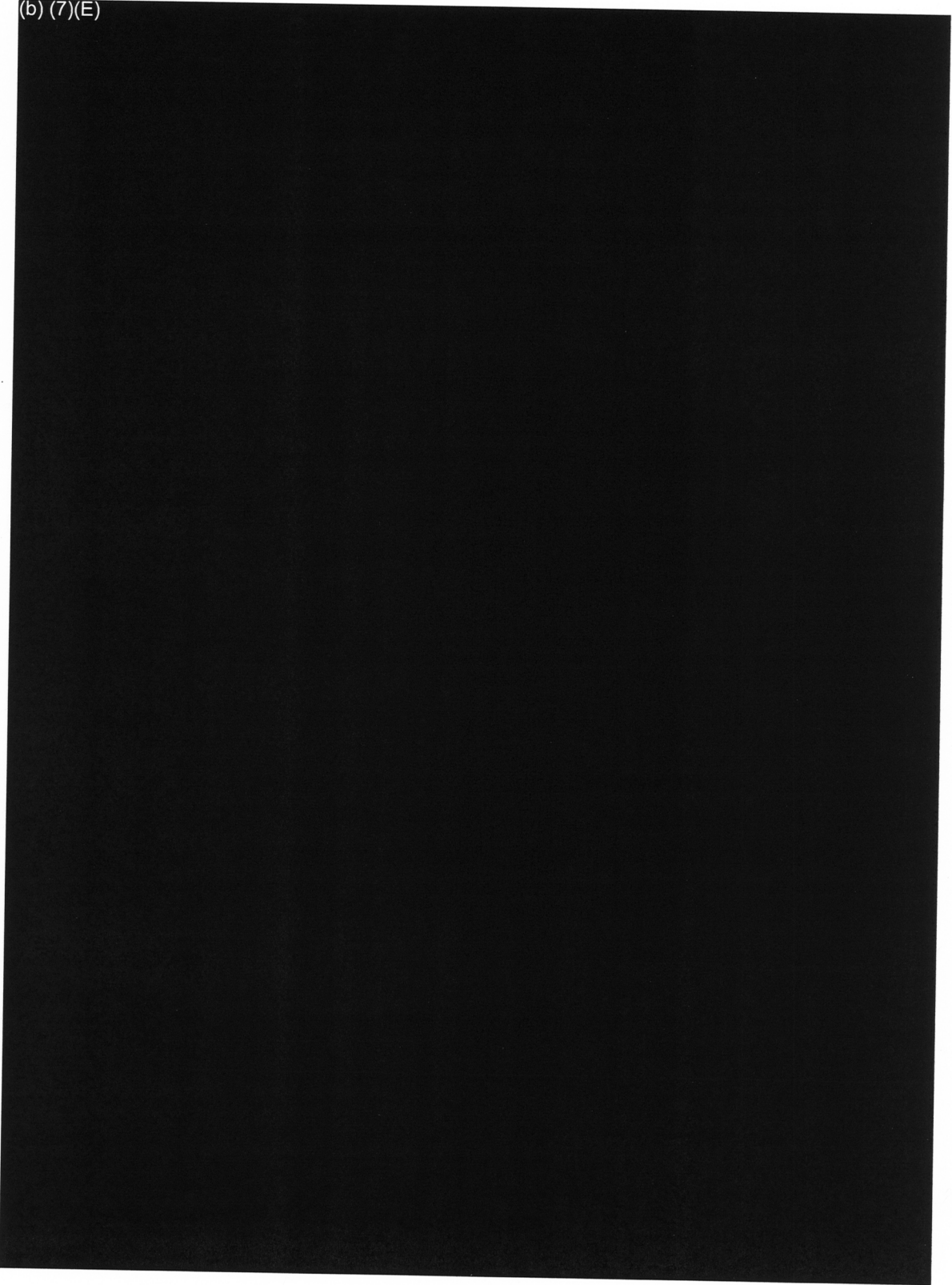


2-8. Authorization of Otherwise Illegal Activity

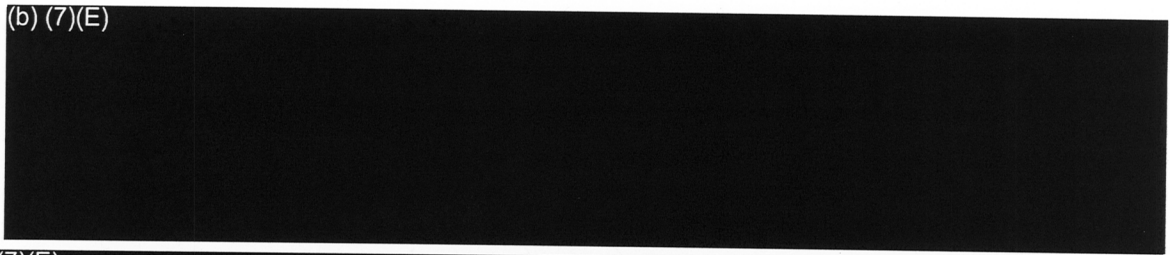
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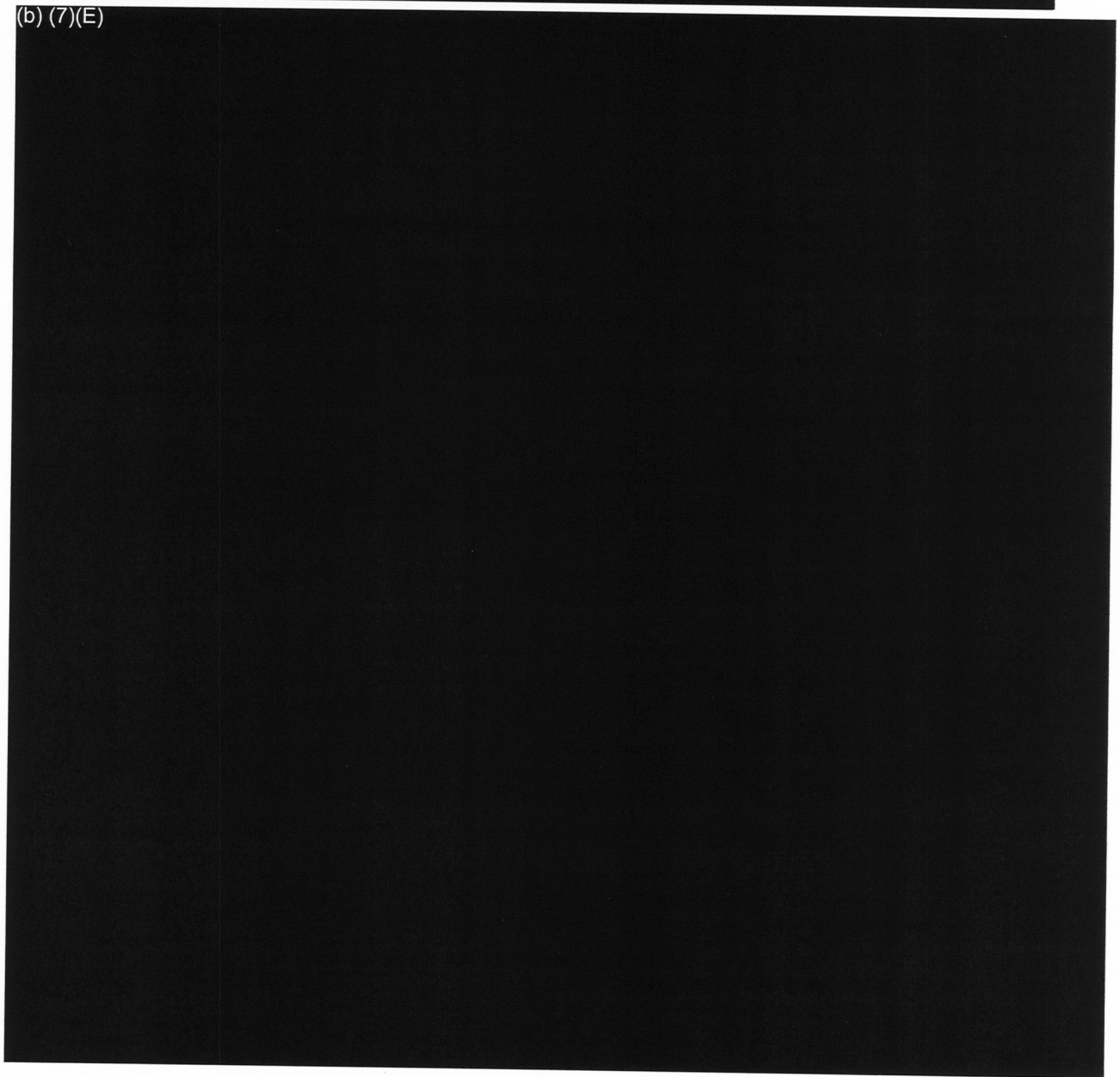
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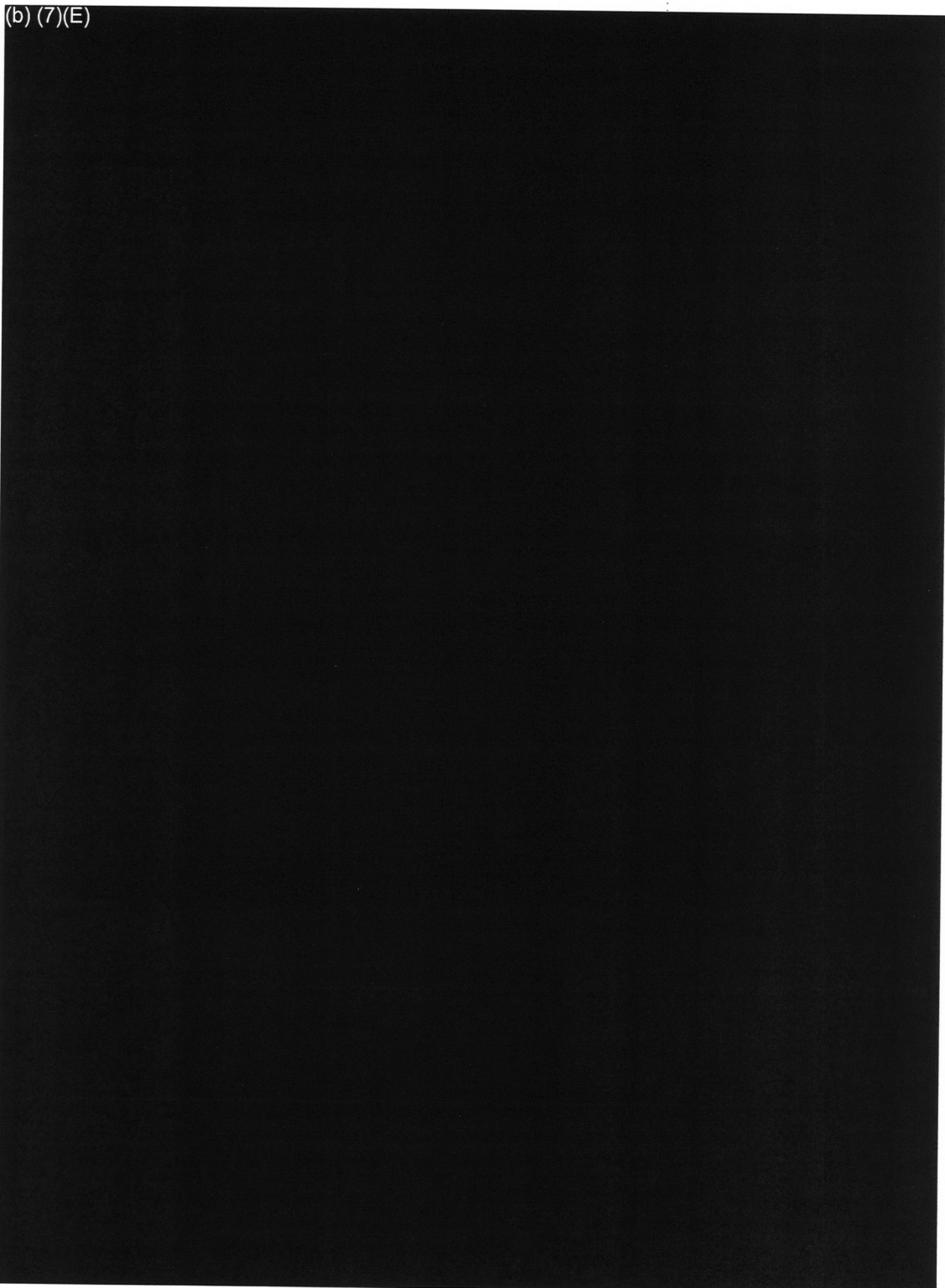
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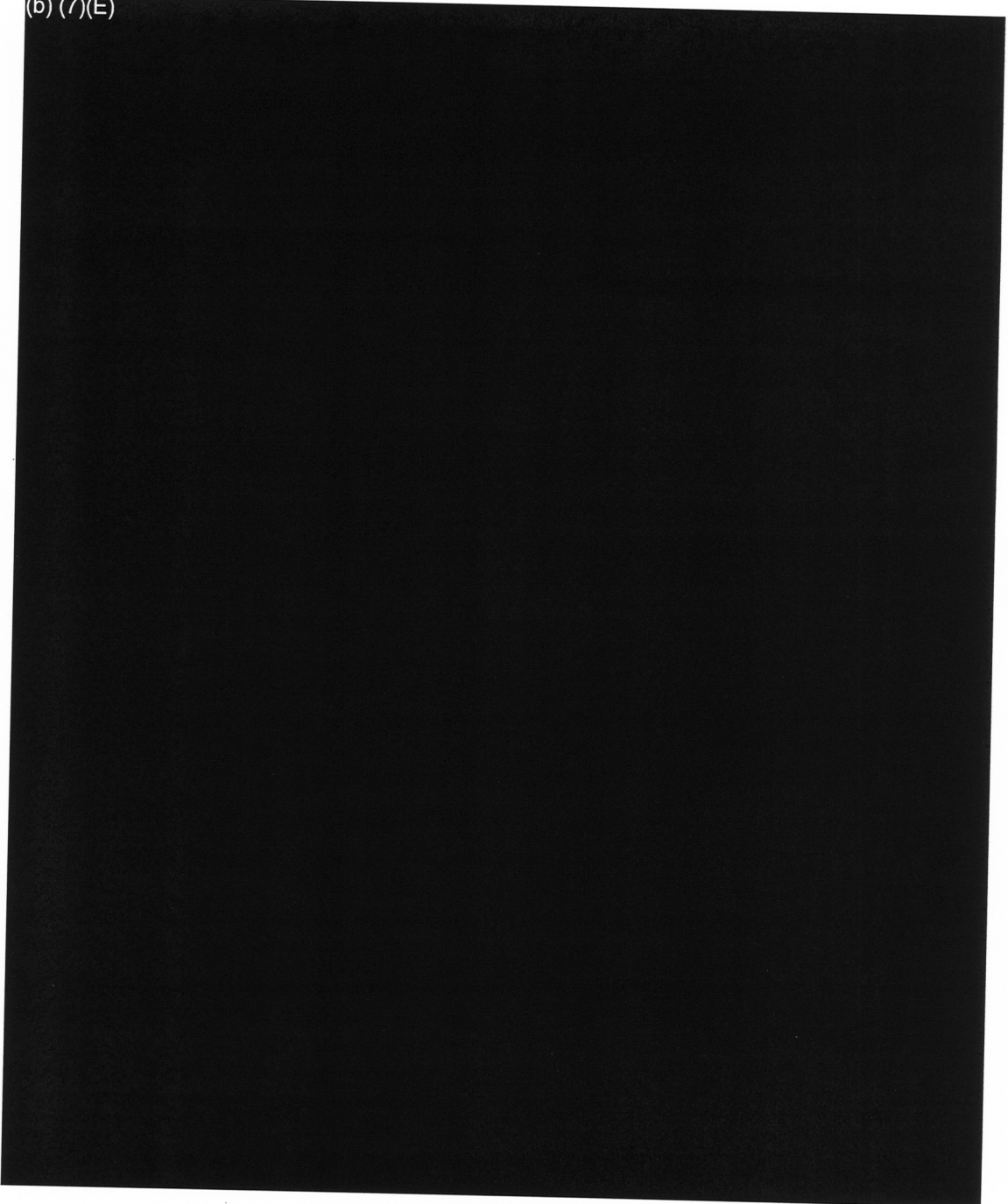
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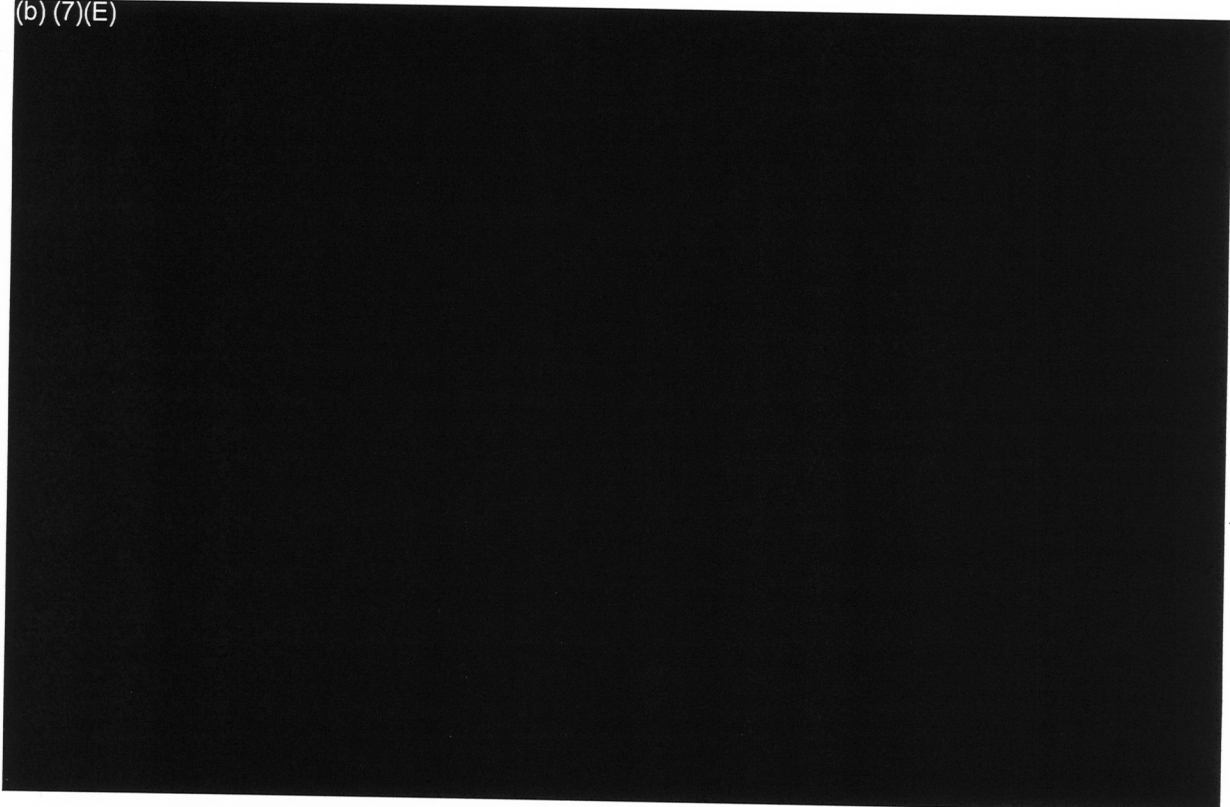
SECTION 4. MANAGEMENT REVIEW OF A CI

4-1. Supervisory Responsibilities

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4-2. Management Review of CI Status and Activities


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SECTION 5. DEACTIVATION OF CIs

5-1. Policy

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5-2. Procedures for Deactivation

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5-3. National CI Program Coordinator

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SECTION 6. MANAGEMENT OF CONFIDENTIAL FUNDS

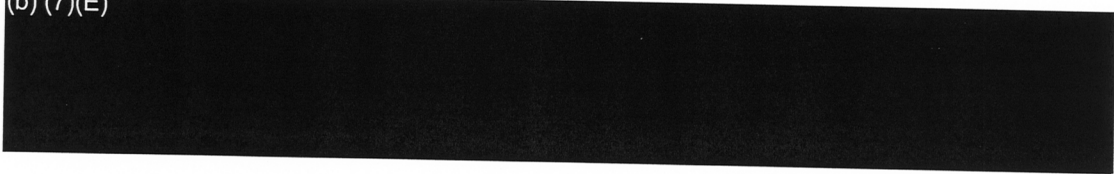
6-1. Overview

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6-2. Policy

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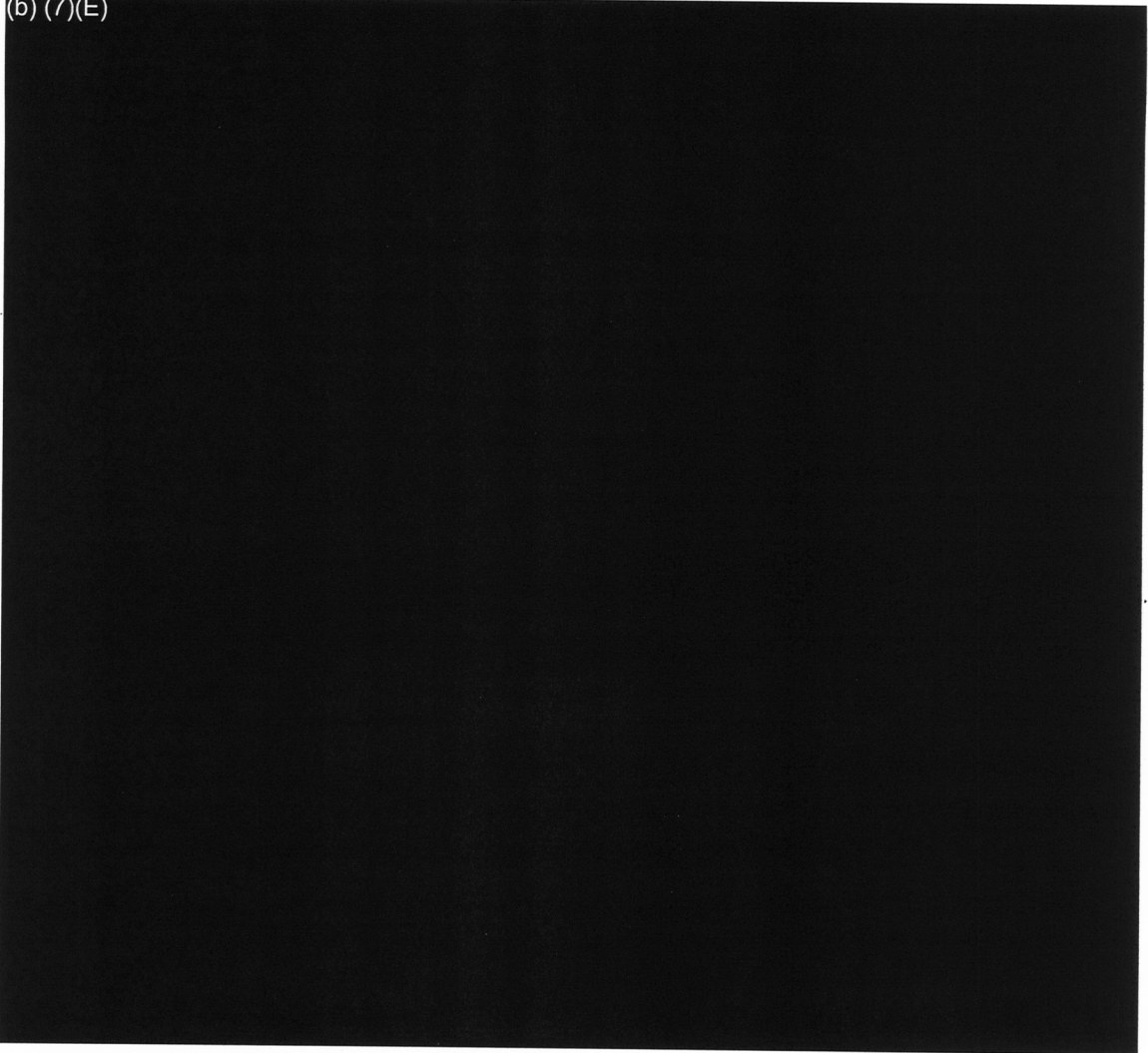


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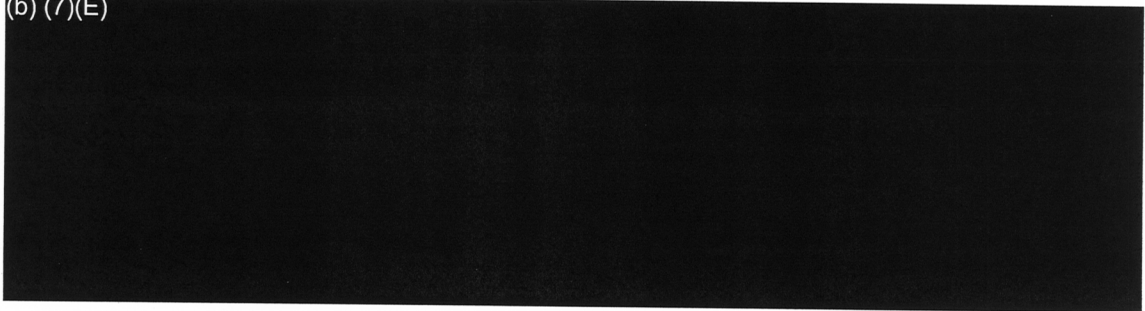
6-3. CI Payments

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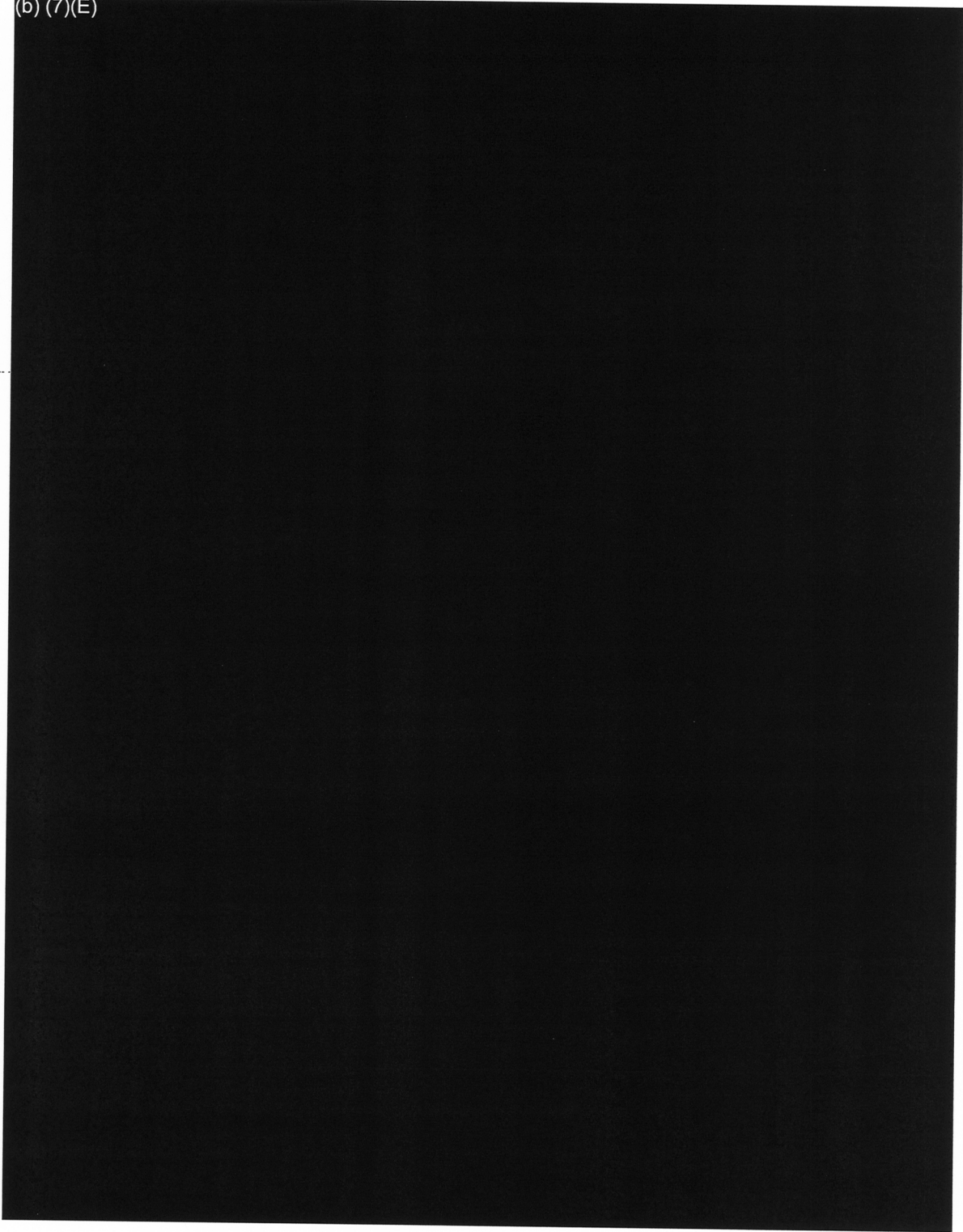
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6-4. Request for Disbursement of Funds

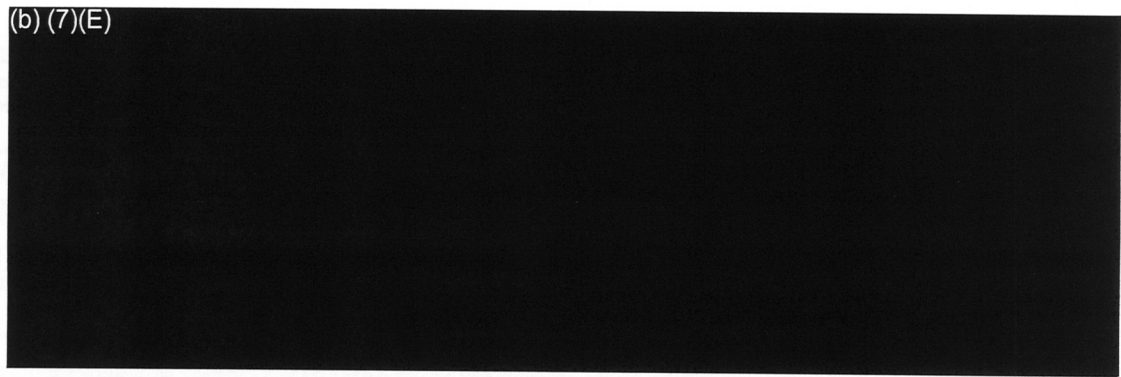
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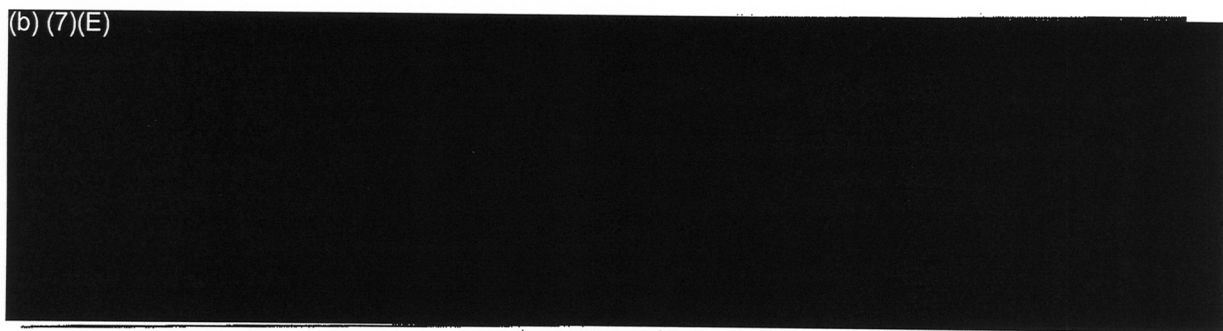


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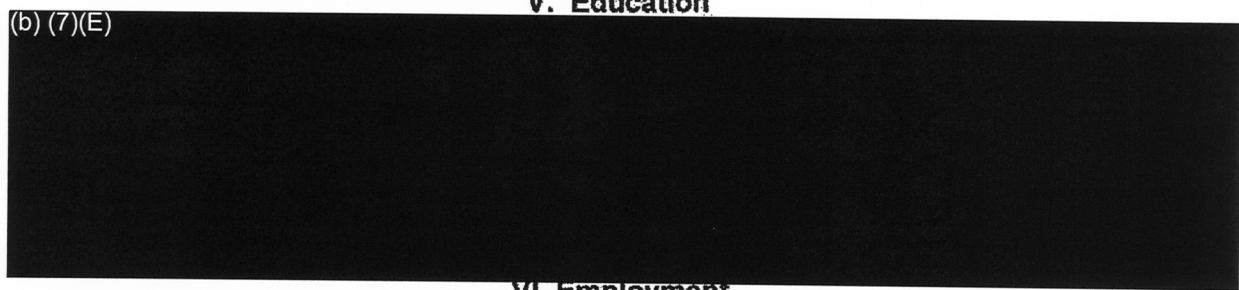
U.S. Department of Education
Office of Inspector General
Investigation Services

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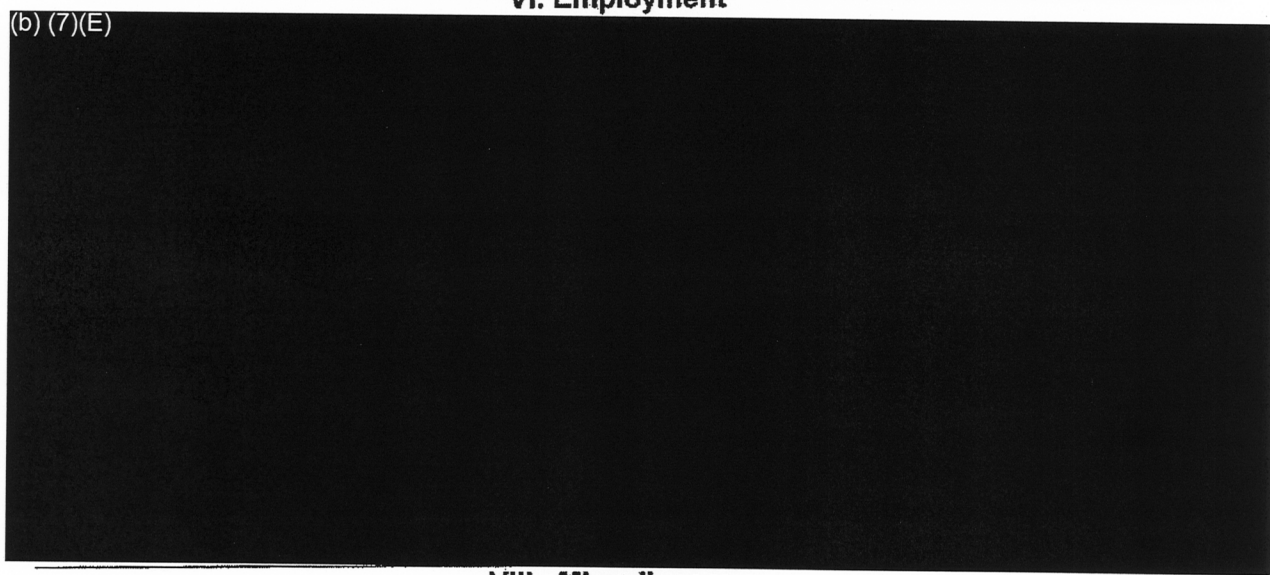
V. Education

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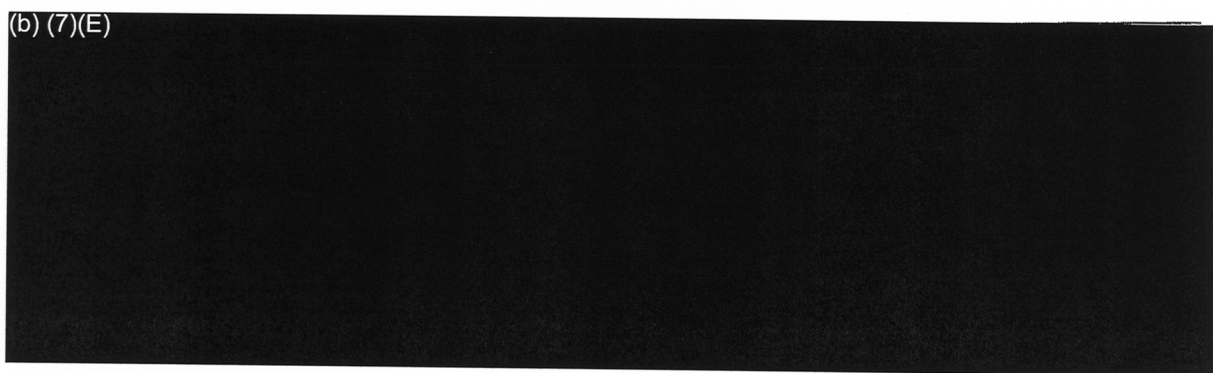
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VIII. Miscellaneous

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IX. Suitability

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X. Remarks

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Special Agent in Charge
(Signature and Date)

Case Agent
(Signature and Date)

Deputy AIGI
(Signature and Date only if High Level CI)

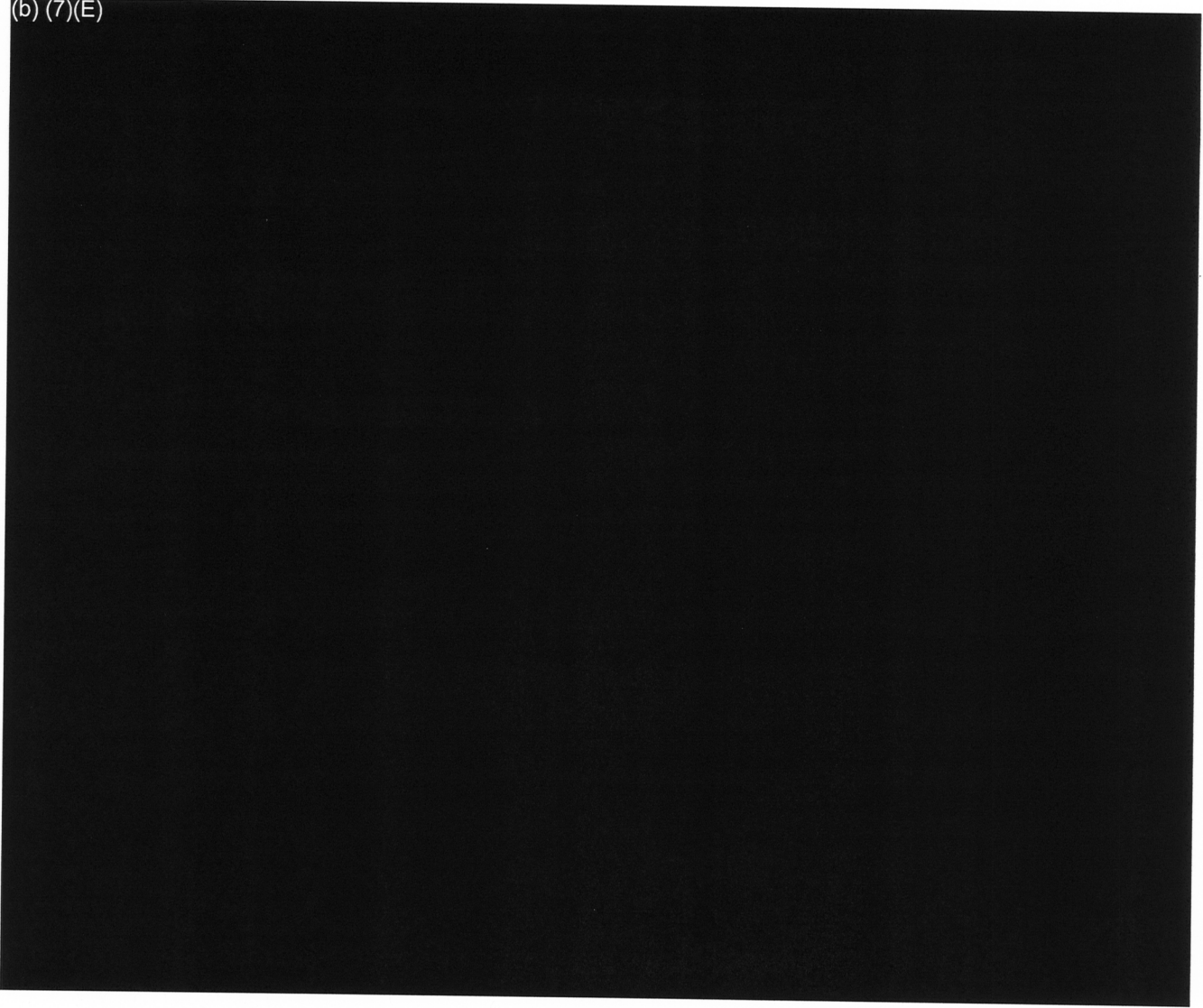
CIRC
(Signature and date only if High Level CI)

U.S. Department of Education – Office of Inspector General

Confidential Informant Agreement

I, _____ agree to the following:

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Signature/Date

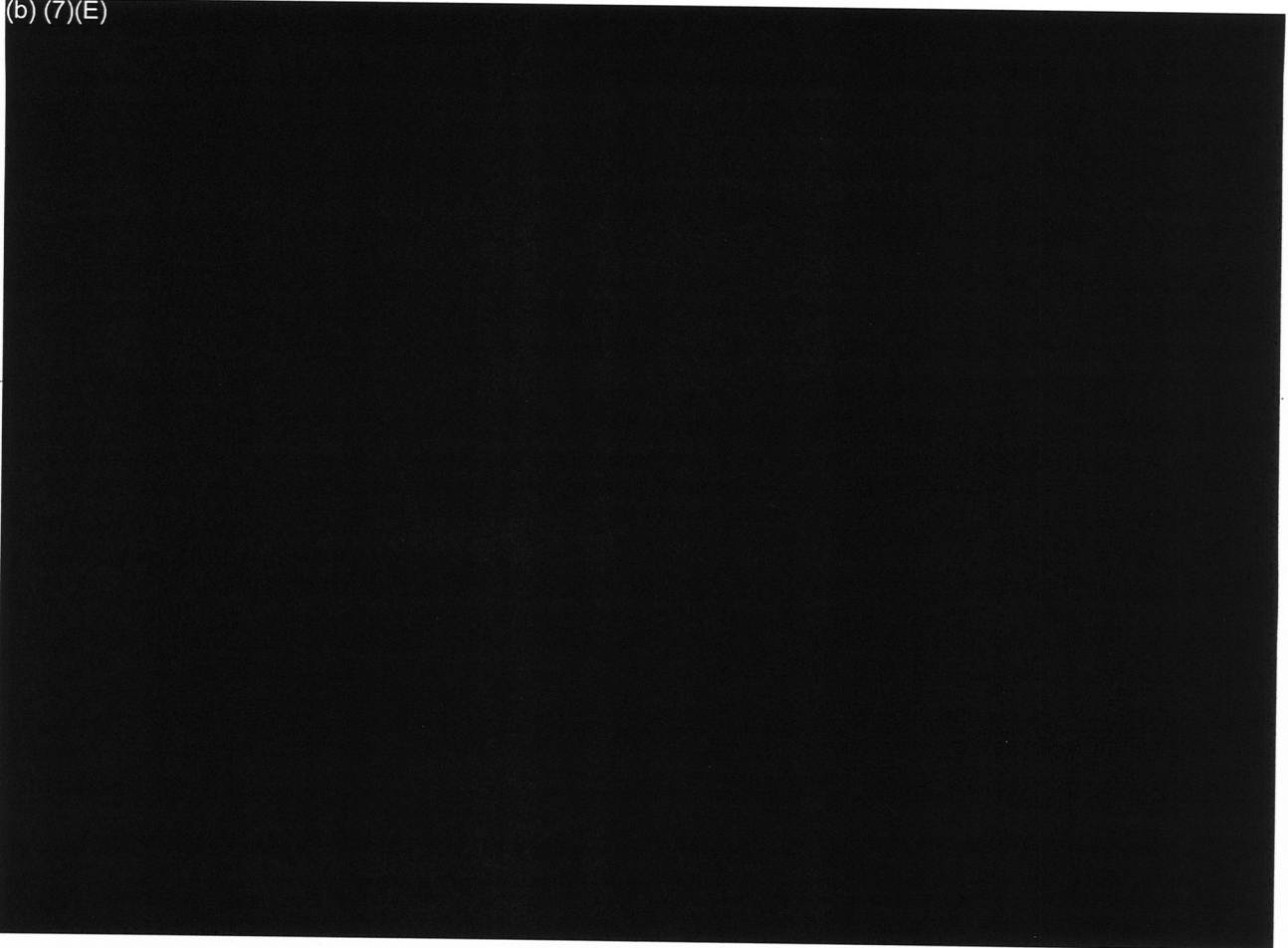
Witnessed By: _____

C.I. and case file# _____

ILLEGAL ACTIVITY AUTHORIZATION

I, _____, understand that under no circumstances may I:

(b) (7)(E)



Name of Confidential Informant

Special Agent's Signature (Witness)/Date

Signature of Confidential Informant/Date

Special Agent's Signature (Witness)/Date

Confidential Informant Number

Signature of Approving SAC/Date

ILLEGAL ACTIVITY AUTHORIZATION REVOCATION

I understand that I am not authorized to engage in any additional illegal activity

Signature of Confidential Informant

Date

**UNITED STATES DEPARTMENT OF EDUCATION
OFFICE OF INSPECTOR GENERAL**

OIG INVESTIGATION SERVICES MANUAL – 3270

Date Approved: September 17, 2009 (b) (6)

Approved By: William D. Hame
Assistant Inspector General
for Investigation Services

This chapter sets forth the U.S. Department of Education, Office of Inspector General (OIG), policy for OIG special agents concerning arrest and processing procedures.

Material Superseded:

Chapter 3270 – November 8, 2007

CHAPTER 3270 - ARREST AND PROCESSING PROCEDURES

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CHAPTER 3270 - ARREST AND PROCESSING PROCEDURES

SECTION 1. GENERAL

1-1. INTRODUCTION

The chapter sets forth the policy and procedures concerning arrests to be made by Office of Inspector General (OIG) special agents, post-arrest processing, and arrest reporting. This chapter also describes the procedures for reporting an assault on an OIG special agent.

1-2. AUTHORITY TO MAKE ARRESTS

Statutory law enforcement authority for special agents of the OIG is granted by section 6(e)(1) of the Inspector General Act of 1978, as amended by section 812 of the Homeland Security Act of 2002, Public Law 107-296 (November 25, 2002). Section 6(e)(1) provides the following:

(e)(1) In addition to the authority otherwise provided by this Act, each Inspector General appointed under Section 3, any Assistant Inspector General for Investigations under such Inspector General, and any Special Agent supervised under such an Assistant Inspector General may be authorized by the Attorney General to-

(A) carry a firearm while engaged in official duties as authorized under this Act or other statute, or as expressly authorized by the Attorney General

(B) make an arrest without a warrant while engaged in official duties as authorized under this Act or other statute, or as expressly authorized by the Attorney General, for any offense against the United States committed in the presence of such Inspector General, Assistant Inspector General, or Agent, or for any felony cognizable under the laws of the United States if such Inspector General, Assistant Inspector General, or Agent has reasonable grounds to believe that the person to be arrested has committed or is committing such felony; and

(C) seek and execute warrants for arrest, search of premises, or seizure of evidence issued under the authority of the United States upon probable cause to believe that a violation has been committed.

- The Attorney General Guidelines for OIGs with Statutory Law Enforcement Powers, required by Section 6(e)(4) of the Inspector General Act, govern the exercise of law enforcement authorities for those OIGs that have been granted statutory law enforcement authorities pursuant to the Act.

- Prior to exercising law enforcement powers, special agents must complete the Basic Criminal Investigator Training Program at the Federal Law Enforcement Training Center (FLETC). As an alternative, this training requirement may be satisfied by certification of completion of a comparable course of instruction to the FLETC Basic Criminal Investigator Training Program.
- Statutory law enforcement powers do not grant authority to enforce state laws or execute state warrants, although individual states may recognize special agents as having authority to execute such warrants. Prior to taking any enforcement actions for violations of state laws, Special Agents in Charge (SACs) must determine what law enforcement authorities, if any, the state recognizes special agents to have, and special agents will abide by those limitations. The Department of Justice may not find a special agent to have been acting within the scope of his federal duties for the purpose of claiming qualified immunity if a lawsuit is brought against a special agent as a result of a state operation. Federal law enforcement officers are granted qualified immunity against lawsuits only while acting within the scope of their federal duties.
- For the purposes of exercising law enforcement powers under the Act, all 1811 series Criminal Investigators of the OIG operate under the general supervision of the Assistant Inspector General for Investigations (AIGI).

SECTION 2. ARREST PROCEDURES

2-1. WARRANT FORM, WARRANT EXECUTION, AND WARRANT RETURN

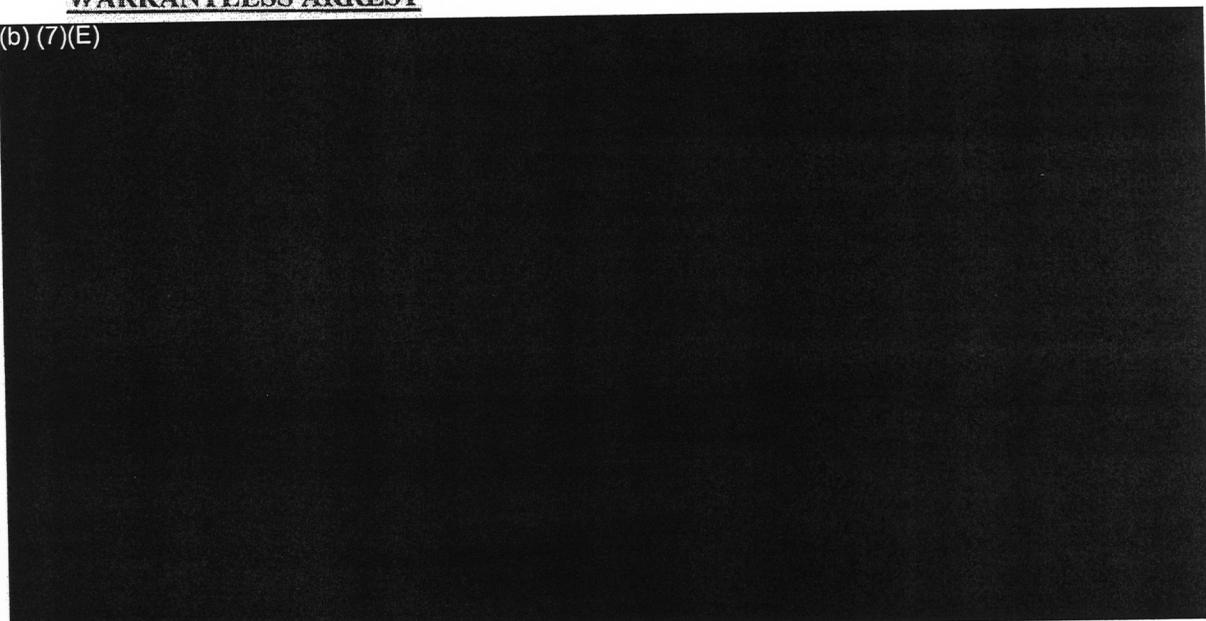
The following descriptions of the arrest warrant form, warrant execution, and warrant return are located in Rule 4 of the Federal Rules of Criminal Procedure:

- **Warrant Form:** The warrant for arrest will be signed by the magistrate judge and will contain the name of the defendant or, if the defendant's name is unknown, any name or description by which the defendant can be identified with reasonable certainty. The warrant will describe the offense charged in the complaint. The warrant will command that the defendant be arrested and brought before the nearest available magistrate judge.
- **Warrant Execution:** A warrant is executed by the arrest of the defendant. The officer need not have the warrant at the time of the arrest but upon request shall show the warrant to the defendant as soon as possible. If the officer does not have the warrant at the time of the arrest, the officer shall then inform the defendant of the offense charged and of the fact that a warrant has been issued.
- **Return of Warrant:** The officer executing a warrant will return the warrant to the magistrate judge or other officer before whom the defendant is brought for an initial appearance.

1. Generally, if the special agent received the original warrant from the clerk of the court, the special agent will complete the return on the original warrant for the court.
2. If a copy of the warrant was received by the special agent from the United States Marshals Service (USMS), the special agent should notify the USMS that the subject has been arrested and offer to complete the return on the original warrant held by the USMS.

2-2. PROCEDURES FOR EXECUTING AN ARREST WARRANT OR WARRANTLESS ARREST

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- Upon arrest a special agent or other officer will advise the defendant of his Miranda rights prior to any questioning of the defendant.

2-3. SEARCH INCIDENT TO ARREST

During a lawful arrest, special agents will conduct a contemporaneous search of the arrestee to remove any weapons that the defendant might use or any means of escape (handcuff key, etc.) and ensure that evidence is not destroyed.

- The area which a special agent may search incident to a lawful arrest is that within a defendant's immediate control, meaning the area that the defendant might gain possession of a weapon or destructible evidence ("lunging distance"). Special agents, as a precautionary matter, may look in closets and other spaces immediately adjoining the place of arrest from which an attack could be launched.

- Generally, special agents may not, when affecting an arrest, search any room other than that in which the arrest occurs. If the special agents possess a reasonable belief based on specific and articulable facts and inferences that other persons may be present in the dwelling who are dangerous, armed, or otherwise pose a threat to the safety of the officers, the special agents may conduct a limited "protective sweep" or security check of the entire premises, including other rooms, for dangerous persons.
- This is not a full search of the premises, but a cursory inspection of those places where other persons could be found. If during this limited inspection for persons any physical evidence comes into plain view, it may be lawfully seized.
- It is also permissible, as part of the routine booking and processing procedure, for special agents to search any container or article in an arrestee's possession, consistent with the following inventory procedures:
 1. A written inventory will be made of personal property seized by special agents subsequent to a search incident to arrest. The inventory will protect the defendant's property from theft or false claims of theft by the defendant.
 2. The defendant should sign or initial the inventory, indicating that the inventory is accurate. If the defendant refuses to sign the inventory the special agent will so note this on the form. The special agent is responsible for maintaining the property until the property can be returned to the defendant or his/her designee

2-4. VEHICLES.

- Securing after arrest: Upon arrest of an occupant of a vehicle special agents should take reasonable measures to make the vehicle secure. If the defendant or other responsible person will not be able to retrieve the vehicle in a reasonable amount of time and if leaving the vehicle causes a public safety hazard the special agent should notify local law enforcement of the presence of the vehicle or have the vehicle towed to a secured location. If the vehicle is to be towed the special agent will complete a written inventory of all personal property and vehicle accessories on a Vehicle Inventory Form (Appendix 1).
 1. The scope of the inventory search may not extend any farther than is reasonably necessary to discover valuables or other items for safekeeping. The passenger compartment, trunk and any locked or unlocked containers may be searched.
 2. The special agent will include a description of the vehicle and any obvious damage (external and internal). Any contraband or evidence of crime found during the inventory should be secured, documented and, if appropriate, the relevant authorities should be notified.

3. If a tow service will store the vehicle, the operator of the service also will sign the vehicle inventory form prior to removing the vehicle. If the situation warrants, the owner/operator of the vehicle, if present, also will sign the form.
- Search of Vehicle Incident to Lawful Arrest of Occupant(s). The U.S. Supreme Court recently delivered a decision affecting law enforcement's ability to search a vehicle incident to arrest. In *Arizona v. Gant*, No. 07-542 (April 21, 2009), the Supreme Court held that police may conduct a warrantless search of the passenger compartment of a vehicle incident to a recent occupant's arrest only if it is reasonable to believe that: (1) the arrestee might access the vehicle at the time of the search and thus pose a risk to officer safety; or (2) the vehicle contains evidence of the offense of arrest. Accordingly, law enforcement no longer has broad authority to automatically conduct a warrantless search of the passenger compartment of a vehicle, and all containers within it, merely because an arrest has been made. A search of a vehicle incident to arrest is only reasonable to: protect officer safety or to safeguard evidence of the arrest offense.

For additional information regarding vehicle searches see Appendix 2, Searching Vehicles Without Warrants, FLETC Legal Division.

2-5. INITIAL APPEARANCE

The following procedure concerning the initial appearance is located in Rule 5 of the Federal Rules of Criminal Procedure:

- An officer making an arrest under a warrant issued upon a complaint or any person making an arrest without a warrant shall take the arrested person without unnecessary delay before the nearest available federal magistrate judge or, if a federal magistrate judge is not reasonably available, before a state or local judicial officer authorized by Title 18 U.S.C. §3041. Special agent will process and attempt to interview defendants per Section 3-1 prior to transport and appearance before a judge.
- If a special agent makes an arrest without a warrant (probable cause arrest) the duty Assistant United States Attorney (AUSA) in the district where the arrest was made will be notified as soon as possible. The subject will be transported to the nearest United States Marshall Service lockup pending an appearance before a magistrate judge and the special agent will complete a complaint satisfying the probable cause requirements of Rule 4(a) of the Rules of Criminal Procedure.

2-6. REPORTING AN ARREST TO THE OIG

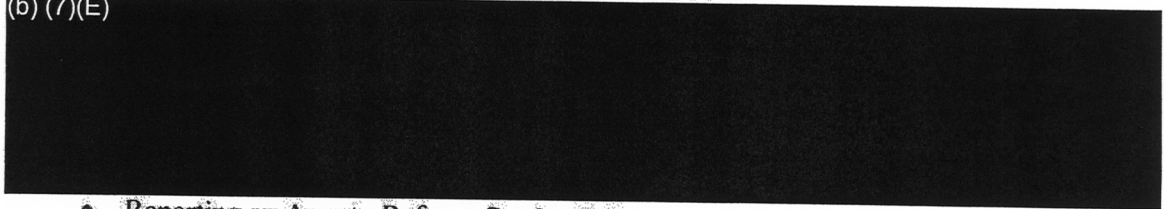
- Arrest Report: When a special agent makes an arrest, the special agent will complete OIG Form 358, Arrest Report (Appendix 3.) The purpose of this report is to document the arrest and to avoid future false claims by the defendant of injury or excessive use of force by the arresting special agent(s) or other law enforcement

personnel. The Arrest Report will be reviewed by the regional SAC and forwarded to the Law Enforcement Coordinator.

- EDITS: When an arrest has been made or a warrant has been issued the appropriate case activity entry will be entered into EDITS.
 1. Reports of arrest are completed and reported only when a special agent takes custody and control of a defendant.
 2. Self-surrender by a defendant directly to the court need not be reported as an arrest, but any outstanding warrant placed in the NCIC by a special agent must be cleared by the agent.

2-7. SUBMITTING INFORMATION TO THE NCIC


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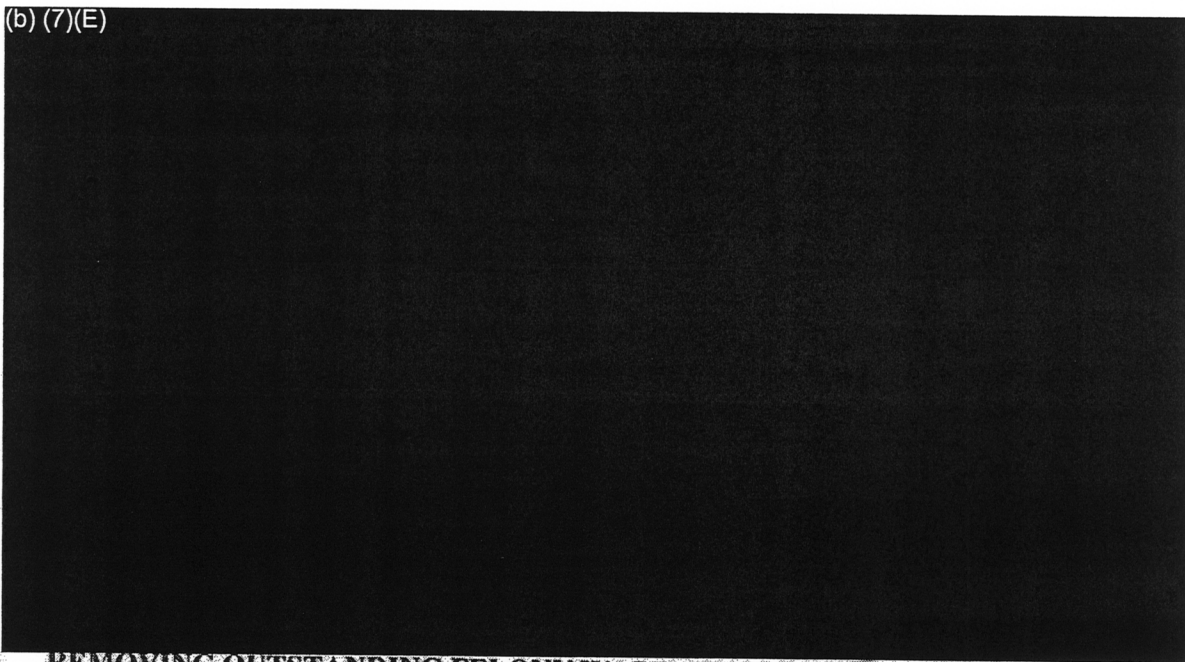
- Reporting an Arrest: Refer to Section 3-1.
- Reporting a Final Case Disposition: A report of final case disposition must be submitted to the FBI for all defendants whose arrest fingerprints have been submitted to the FBI. The final disposition report will ensure that the defendant has a complete NCIC record. The final disposition is submitted to the FBI on Form R-84, Final Disposition Report (Appendix 4.)

2-8. ENTERING OUTSTANDING FELONY WARRANTS INTO THE NCIC

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2-9. **REMOVING OUTSTANDING FELONY WARRANTS FROM THE NCIC**

If a fugitive with an outstanding felony warrant entered into the NCIC has been arrested or taken into custody by an OIG special agent, *the OIG special agent must have the warrant cleared from the NCIC by contacting the USMS at the field level.* The special agent must also remove the outstanding warrant if the case against the defendant has been dismissed or if the warrant has been quashed. In either instance the special agent, within a reasonable period of time, will check the subject's NCIC record to verify that the warrant was removed.

SECTION 3. PROCESSING PROCEDURES

3-1. **PROCEDURES FOR PROCESSING DEFENDANTS**

Subjects arrested by OIG special agents should be brought to the local OIG office or other law enforcement facility to complete a Personal History Form (Appendix 6), provide fingerprints and provide a DNA sample. After completing an Advice of Rights and Waiver (Appendix 7) the OIG special agents should attempt to interview the subject.

- **Fingerprints.** *It is the responsibility of the investigating agency to provide the FBI with the defendant's fingerprints.* The fingerprint cards, FBI Form FD-249, must contain the responsible OIG office's Originating Agency Identifier (ORI).
- 1. If a defendant is being transported directly to the USMS or the subject is self-surrendering to the USMS the OIG special agent should provide the USMS with

two Forms FD-249 that contain the OIG office's ORI number and request that in addition to their own processing, the USMS also fingerprint the defendant on the OIG fingerprint cards.

2. If the USMS is unable to do this, the OIG special agent should request access to the processing area to complete the fingerprint cards.
3. Once the OIG special agent is in possession of the completed Forms FD-249, one copy will be submitted to the FBI and one copy kept in the case file. This will ensure that the offense charged is entered into the NCIC and will indicate the OIG as the investigating agency. Forms FD-249 fingerprint cards are mailed to:

Criminal Justice Information Services
Federal Bureau of Investigation
P.O. Box 4142
Clarksburg, WV 26302-9922

- **DNA sample.** Effective January 9, 2009, the DNA Fingerprint Act of 2005 and the Adam Walsh Child Protection and Safety Act of 2006 require that DNA samples be collected from federal convicted offenders, federal arrestees or individuals who are facing federal charges. "Facing federal charges" includes cases in which accused individuals enter the justice system by means that may not involve "arrest," such as appearance by summons or voluntary surrender. The Federal Convicted Offender Program requires DNA samples to be collected in addition to a subject's fingerprints as part of the identification process.

An agency that arrests and fingerprints an individual, then transfers the individual to another agency (such as the U.S. Marshals Service) for detention cannot transfer responsibility for DNA-sample collection to the detention agency unless that agency agrees to assume responsibility for that function. As policy, Deputies of the U.S. Marshals Service will not collect DNA samples on behalf of any arresting agency; the arresting agency must collect the DNA samples from the subjects.

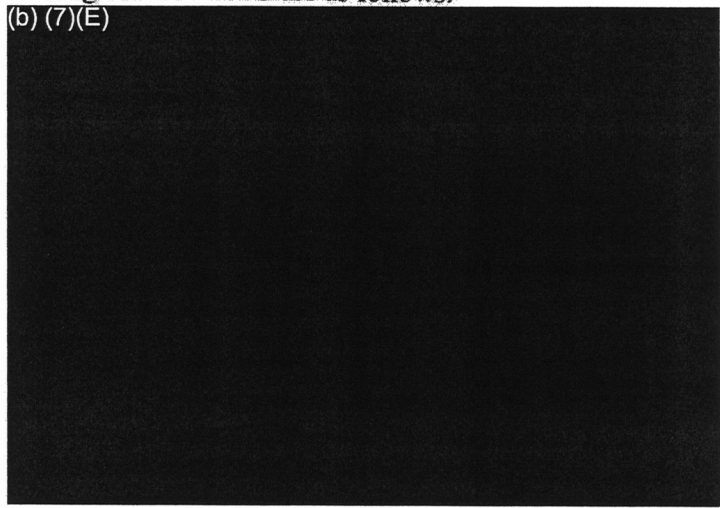
Buccal (cheek) swabs are the permitted method of collecting the DNA sample. The FBI supplies the DNA sample kits and all OIG offices have a supply of DNA sample kits. All OIG special agents will be trained in properly taking a DNA sample using the kits.

3-2. **ASSIGNED ORIGINATING AGENCY IDENTIFIERS (ORI)**

The Federal Bureau of Investigation, Criminal Justice Information Services Division, assigns ORI numbers to criminal justice agencies. ORI numbers serve as an agency identifier for information provided to the NCIC.

- An OIG special agent providing the FBI with information to be entered into the NCIC, such as an arrest, indictment or a case disposition, will supply the assigned office ORI number.
- If another law enforcement agency requires information about a defendant's previous arrest or conviction, the assigned ORI numbers can be tracked to provide an OIG contact name and telephone number to request that information. ORI numbers assigned to the OIG are as follows:

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- Each regional office is supplied with Form FD-249 fingerprint cards with the regional office's ORI printed in the cards. Additional Forms FD-249, Forms R-84 (Final Disposition Report) and pre-paid envelopes can be ordered, free of charge, by completing a CJIS Supply Requisition Form located at:

http://www.fbi.gov/hq/cjisd/forms/card_requisition_form.pdf?g=ccc

SECTION 4. ASSAULT ON A SPECIAL AGENT

4-1. GENERAL

Title 18 U.S.C. §111 provides criminal penalties for anyone who forcibly assaults, resists, opposes, impedes, or interferes with any person designated in Title 18 U.S.C. §1114 (employee or officer of the United States) while engaged in or on account of the performance of official duties.

Title 18 U.S.C. §2231 provides criminal penalties for anyone who forcibly assaults, resists, opposes, impedes, or interferes with any person authorized to serve or execute search warrants or to make searches and seizures while engaged in the performance of official duties.

4-2. ARRESTS FOR ASSAULT

Special agents who arrest an individual for violations of Title 18 U.S.C. §1111 or §2231 will bring the defendant to the nearest USMS lock-up for processing.

- The acting duty Assistant U.S. Attorney in the district where the assault occurred will be immediately contacted and notified of the arrest by a special agent. The acting duty AUSA will decide whether to pursue the matter or dismiss the charges.
- The arresting special agent will complete a complaint. In the event that the U.S. Attorney's Office brings no charges, the special agent must bring a declination of prosecution letter to the USMS so the defendant can be released. Special agents who make arrests for violations of 18 U.S.C. §1111 or §2231 will report the arrest per Section 2-6.

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Investigation Services

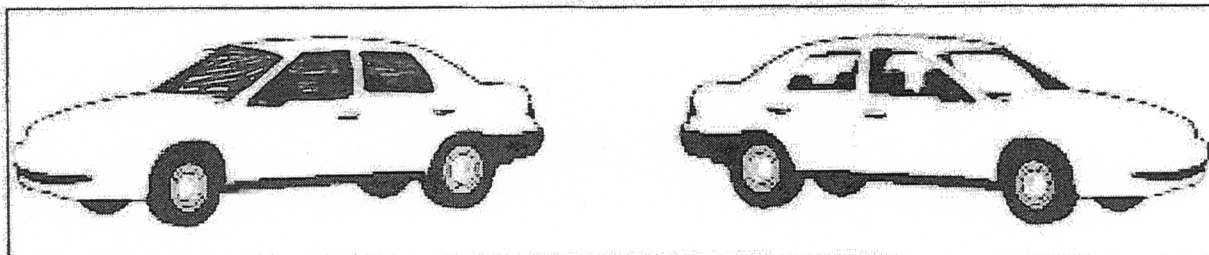
VEHICLE INVENTORY FORM

- If a Special Agent is having a vehicle towed to a secure location the Special Agent will complete a written inventory of all personal property and vehicle accessories (radios, etc.)
- The scope of the inventory search may not extend any farther than is reasonably necessary to discover valuables or other items for safekeeping. The passenger compartment, trunk and any locked or unlocked containers may be searched.
- The Special Agent will include a description of the vehicle and any obvious damage (external and internal).
- Any contraband or evidence of crime found during the inventory should be secured, documented and, if appropriate, the relevant authorities should be notified.
- If a tow service will store the vehicle, the operator of the service also will sign the vehicle inventory form prior to removing the vehicle. If the situation warrants, the owner/operator of the vehicle, if present, also will sign the form.

PROPERTY DESCRIPTION AND LOCATION FOUND:

EVIDENCE SIEZED AND LOCATION FOUND:

VEHICLE DAMAGE AND LOCATION:



SPECIAL AGENT SIGNATURE: _____ DATE: _____

WITNESS SIGNATURE: _____ DATE: _____

TOW OPERATOR SIGNATURE: _____ DATE: _____

CHAPTER 3280-SEARCHES AND SEIZURES

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CHAPTER 3280 – SEARCHES AND SEIZURES

SECTION 1. GENERAL

1-1. Purpose

This chapter establishes the policies and procedures regarding searches and seizures and the execution of search warrants.

1-2. Scope

Provisions of this chapter apply to special agents of the U.S. Department of Education (ED), Office of Inspector General (OIG).

1-3. Authority

Statutory law enforcement authority for special agents of the Office of Inspector General is granted by Section 6(e)(1) of the Inspector General Act of 1978, as amended. Section 6(e)(1) provides the following:

(e)(1) In addition to the authority otherwise provided by this Act, each Inspector General, any Assistant Inspector General for Investigations under such Inspector General, and any special agent supervised under such an Assistant Inspector General may be authorized by the Attorney General to-

(A) carry a firearm while engaged in official duties as authorized under this Act or other statute, or as expressly authorized by the Attorney General

(B) make an arrest without a warrant while engaged in official duties as authorized under this Act or other statute, or as expressly authorized by the Attorney General, for any offense against the United States committed in the presence of such Inspector General, Assistant Inspector General, or special agent, or for any felony cognizable under the laws of the United States if such Inspector General, Assistant Inspector General, or special agent has reasonable grounds to believe that the person to be arrested has committed or is committing such felony; and

(C) seek and execute warrants for arrest, search of premises, or seizure of evidence issued under the authority of the United States upon probable cause to believe that a violation has been committed.

- The Attorney General Guidelines for Offices of Inspector General with Statutory Law Enforcement Powers, required by Section 6(e)(4) of the Inspector General Act, govern the exercise of law enforcement authorities for those Offices of Inspector

General that have been granted statutory law enforcement authorities pursuant to that Act.

- Prior to exercising law enforcement powers, special agents must complete the Basic Criminal Investigator Training Program at the Federal Law Enforcement Training Center (FLETC). As an alternative, this training requirement may be satisfied by certification of completion of a comparable course of instruction to the FLETC Basic Criminal Investigator Training Program.
- Statutory law enforcement powers do not grant authority to enforce state laws or execute state warrants, although individual states may recognize OIG special agents as having authority to execute such warrants. Prior to performing any investigative activities for violations of state laws, the Special Agent in Charge (SAC) must determine what law enforcement authorities, if any, the state recognizes ED-OIG special agents to have, and they must abide by those limitations. For further guidance, see ED-OIG Manual Chapter 3210, Use of Force, section 1-3.

1-4. Policy

It is the policy of the OIG that searches and seizures be conducted in accordance with the provisions of the Constitution of the United States; Rule 41 of the Federal Rules of Criminal Procedure; 18 U.S.C. §§3101-3106, 3108-3111, 3114, and 3115; and the procedures set forth in this chapter.

1-5. Definitions

- Search - an examination of an individual's person, home, office, property, or other building or premises, or vehicle for the purpose of the discovery of evidence of a crime, contraband, or weapons.
- Seizure - the act of taking into custody by force or consent the article or person found during the search.
- "Particularly" - the Fourth Amendment refers to the care with which a warrant must describe who or what is to be searched and what items are to be seized. Such description will limit both the area and the nature of the search. The purpose is to prevent general searches and "fishing expeditions." Since authorization to search is an exception to the general assurance of individual privacy, the intrusion is restricted to the minimum necessary to accomplish the purpose of the search.
- Probable Cause - consists of the facts and circumstances that would lead a reasonable and prudent person to believe that a crime has been or is being committed and that the items or person to be searched are located at the particular place or on the person to be searched.

- Plain View Doctrine - Incriminating evidence or contraband not described in a warrant may be lawfully seized when inadvertently discovered in “plain view” during a search for items described in a warrant. For an item to be considered in plain view, its incriminating character must immediately apparent without searching or manipulating the item in a manner that exceeds the scope of the search authorized by the warrant.
- Abandonment - the intentional and voluntary relinquishment of the reasonable expectation of privacy in the property which may include premises.
- Exclusionary Rule - the exclusionary rule requires the suppression of any evidence that is either the direct or indirect product of an illegal search in violation of the Fourth Amendment. This rule applies not only to illegally obtained physical evidence, but also to oral testimony and the fruits that were derived from what was illegally obtained.
- Contraband - the possession of an article that is inherently illegal. This includes such articles as counterfeit money and its production equipment, untaxed liquor and its production equipment, weapons covered by the National Firearms Act, certain drugs, the production facility for those drugs, and counterfeit or false identification.

1-6. Responsibilities

The responsibilities of the officials and staff of the OIG are as follows:

- Assistant Inspector General for Investigations (AIGI) is responsible for developing policies and procedures that direct special agents to properly exercise their law enforcement authority while conducting searches and seizures. The AIGI has overall supervisory responsibility for Investigation Services, and the exercise of law enforcement authority by all authorized OIG staff.
- Special Agents in Charge are responsible for ensuring that searches and seizures are planned for and executed properly. SACs ensure that all special agents comply with the policy and procedures of the OIG, the Assistant U.S. Attorney (AUSA) and the U.S. District Court. The SAC is also responsible for reviewing search warrant affidavits. SACs or their designees are responsible for approving Operation Plans, and notifying the AIGI of any such impending major investigative activities. In addition to headquarters notification, other essential coordination (e.g. public affairs representatives, ITACCI (TCD), and shotgun deployment) by the SAC is required.
- Assistant Special Agents in Charge (ASACs) are responsible for the following:
 1. Reviewing special agent requests to seek and execute search warrants;
 2. Reviewing operational plans;

3. Ensuring that support from the Technical Crimes Division (TCD) is obtained as early in the process as possible (via TCD Form 517) for guidance related to electronic evidence retrieval and forensic support;
 4. Approving special agent requests to secure premises, property, and persons, pending issuance of a search warrant;
 5. Approving special agent requests to conduct, without a warrant, emergency, abandoned property, and vehicle searches;
 6. Ensuring evidence is handled and preserved in accordance with OIG Manual Chapter 3400 – Evidence and Related Matters;
 7. Ensuring search warrants are returned properly and promptly to the U.S. District Court or any other state, local, or municipal court from which they were issued;
 8. Ensuring a complete inventory of property taken pursuant to the warrant accompanies the warrant return;
 9. Conducting a thorough debriefing subsequent to each search operation;
 10. Ensuring that a copy of each affidavit, search warrant, and inventory is present in the case file; and
 11. Ensuring that the return of seized property is coordinated with the appropriate Department of Justice (DOJ) attorney.
- Special Agents are responsible for the following:
 1. Complying with the policies and procedures of the OIG, Attorney General Guidelines, and the U.S. District Court. This includes consulting with and seeking guidance from the appropriate prosecutive authorities.
 - a. The appropriate authority for cases that have been referred to the U.S. Attorney's Office or DOJ would be the AUSA or DOJ Attorney handling the case.
 - b. The appropriate authority for cases that have not yet been formally referred for prosecution is either the AUSA or DOJ Attorney who responded to the initial case consultation; the AUSA or DOJ Attorney responsible for intake, or the official who will be responsible for prosecuting the case.
 2. Drafting affidavits for search warrants.
 3. Preparing a written operational plan, including the briefing guide, and special agent assignment sheet, prior to the execution of each search warrant.

4. Providing the pre-search briefing to the search team(s).
5. Conducting searches, with warrants, of persons, premises, or objects in accordance with OIG policy and procedures.
6. Conducting searches, without a warrant, such as consent, emergency, vehicle, abandoned property, limited protective, and incident to arrest, in accordance with OIG policies and procedures.
7. Obtaining consent to search a person, premises, vehicle, or other property, in writing whenever possible via Consent to Search - OIG Form 372 (Appendix 1).
8. Handling and preserving evidence in accordance with OIG policy.
9. Providing a receipt, when appropriate, to the relevant individual for any evidence taken.
10. Preparing a written inventory of property taken pursuant to the warrant to accompany the warrant upon return.
11. Returning search warrants properly to the U.S. District Court within the prescribed period.
12. Filing a copy of each affidavit, search warrant, and inventory in the case file.

SECTION 2. SEARCHES WITH WARRANTS

2-1. General

The U.S. Supreme Court has repeatedly held that warrantless searches are presumptively unreasonable. The court has stated as a rule that, when seizing goods and articles, law enforcement officers must secure a search warrant whenever possible.

- **Fourth Amendment Protections.** The Fourth Amendment to the Constitution of the United States provides:

“The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.”

- Federal Rules. The Federal rules on search and seizure are contained in Rule 41, Federal Rules of Criminal Procedure (FRCP). A Federal Magistrate, a U.S. District Court Judge, or state judge may issue a search warrant within the district wherein the property or person is located, at the request of a Federal law enforcement officer. The officer must present and swear to an affidavit containing probable cause.
- Obtaining the Warrant. Whenever possible, special agents will obtain a warrant for the search of a person or premises prior to commencing a search. Other than consent searches, searches incident to arrest, or other special circumstances discussed further in this chapter, there must be probable cause to believe that evidence or contraband is on a premises or person before a legal search can be made.

2-2. Requirements

The special agent(s) most familiar with the investigation will consult with the appropriate AUSA with regard to obtaining a warrant. The warrant may be obtained from either a U.S. District Court Judge or a U.S. Magistrate. In either case, the special agent must be prepared to swear to a written affidavit that includes the following:

- Description. The premises to be searched should be identified as accurately as possible. The description of the place to be searched must be sufficiently detailed to allow others to identify it with reasonable effort. If the property is an apartment, then the apartment number should be included. If the property is a vehicle, a full description should be set forth including the color, year, make, model, and license number. A description of a person should include the name, sex, race, age, height, weight, hair color, eye color, and any other distinguishing characteristics such as marks or tattoos.
- Particularity. There must be a clear statement describing the areas and things for which there is probable cause to search or seize. Special agents should give careful consideration to the wording of this statement because the authorization to search for and seize items will be limited by the description in the warrant. Where a particular space is described in a warrant, special agents may only search areas within that space where the particular items to be seized could reasonably be found. For example, if the article listed on the warrant was a laptop computer, then the special agents can only search an area within the space described in the warrant that would reasonably contain a laptop computer.
- Probable cause. The affidavit must disclose both the specific facts upon which the magistrate can make a judgment and the source from where the special agent learned of these facts. The finding of probable cause may be based upon hearsay evidence in whole or in part. However, when the affidavit is based on hearsay, it must disclose the factual circumstances of the hearsay declarant's knowledge or observations, and must provide information from which it may be determined that the hearsay declarant is credible and reliable. The special agent preparing the affidavit must be prepared to produce the source if so ordered by the court.

- Articles Subject to Seizure as Evidence. In performing a search, special agents should exercise care in deciding what specific items, within a premises or other property, are subject to seizure. If there is any doubt that an item to be seized is particularly described in the warrant, special agents should consult the AUSA and possibly seek a supplemental warrant. Where categories of items are particularly described in a warrant, e.g., business records, special agents may search for and seize items that fall within that category, e.g., a ledger, even though that specific item may not be listed in the warrant. While, in certain limited circumstances, the plain view doctrine will permit special agents to seize evidence in plain view during a lawful search even though the items seized are not included within the warrant's scope, it may nonetheless be appropriate to seek a supplemental warrant that covers those additional items before seizing them.

2-3. Persons Authorized to Serve a Search Warrant

It is the OIG policy that search warrants should be addressed to "Any Special Agent of the Office of Inspector General," not just to the affiant. This provides greater flexibility in its execution. Special agents executing the warrant must not have been placed in any type of work status limiting the exercise of their law enforcement authority.

2-4. Searches – Timing

- Daytime. Typically, a search warrant can only be executed in the daytime, which is defined as 6:00 a.m. to 10:00 p.m. local time. If the search begins during the daytime, it may extend into the nighttime provided the special agents executing the warrant acted reasonably and did not continue to search beyond the time necessary for its proper completion. The search warrant authorizes the special agent to initiate the search within a specified period of time, not to exceed 14 days from its issuance. With regard to tracking devices, if a warrant is required, the timelines and procedures are different (consult Rule 41 and the US Attorney's office). If the warrant is not executed within the specified time it is void and cannot be renewed. To conduct another search of the same person or place, a new affidavit must be filed and a new search warrant issued.
- Nighttime. A nighttime warrant may be obtained if the issuing authority, for reasonable cause shown in the warrant, authorizes its execution at a time other than daytime. However, the magistrate must specifically indicate on the warrant that he/she is authorizing a nighttime search (this is done by selecting the option on the form which provides for service at any time in the day or night and crossing out the other option, which provides for daytime service), and the supporting affidavit must specify reasons amounting to a showing of reasonable cause for nighttime execution. Under 21 U.S.C. § 879, a warrant involving controlled substance offenses requires no special showing for nighttime search other than that the drugs are believed to be on the property or person.

2-5. Searches - "No Knock" Entry

Pursuant to the Fourth Amendment's "reasonableness" requirement, and pursuant to 18 U.S.C. § 3109, agents must knock and announce their presence prior to entering a home to execute a warrant unless they are refused entry or unless certain exigent circumstances highlighted below are present.

The U.S. Supreme Court has upheld no-knock entry under circumstances in which special agents have a reasonable suspicion that knocking and announcing their presence, under the particular circumstances, would be dangerous or futile, or that it would inhibit the effective investigation of the crime by, for example, allowing the destruction of evidence. See *United States v. Banks*, 540 U.S. 31 (2003); *United States v. Ramirez*, 523 U.S. 65 (1998); *Richards v. Wisconsin*, 520 U.S. 385 (1997).

- The authority of Federal magistrates to authorize, and of Federal law enforcement to seek, no-knock warrants has further been recognized by the Office of Legal Counsel of the Department of Justice (OLC). See *Auth. of Fed. Judges & Magistrates to Issue "No-Knock" Warrants*, OLC, 2002 WL 32063505 (June 12, 2002). Courts have generally held that such circumstances can exist where:
 1. Special agent(s) have a reasonable belief, based on particular evidence, that they, persons within the premise, or bystanders will be in imminent peril of bodily harm;
 2. Special agent(s) have a reasonable belief, based on particular evidence, that the evidence sought will be destroyed or that there will be an attempted escape; and
 3. Special agent(s) have a reasonable belief that, based on particular evidence, persons within the dwelling already know of the special agents' authority and presence, and knocking and announcing would therefore be a useless gesture.
- 4. Where such exigent circumstances are known prior to the search warrant being issued, the special agent may articulate these facts to the magistrate and request authorization to perform "no knock" entry.
- Reasonable suspicion of exigent circumstances warrants a no-knock entry to execute a warrant even if forced entry is required and damages to the premises necessarily result.
- A magistrate's decision not to authorize a no-knock entry does not negate a special agent's authority to exercise independent judgment concerning the wisdom of a no-knock entry at the time the warrant is being executed.
- While special agents are not required to take affirmative steps to make an independent re-verification of the circumstances already recognized by a magistrate in issuing a no-knock warrant, if special agents receive reliable information before

execution of the warrant clearly negating the existence of exigent circumstances, then agents should knock and announce prior to entering.

- If such exigent circumstances are not known prior to the search warrant being issued, or if a no-knock warrant is denied, a case-specific determination whether to knock and announce should be made based on particular knowledge of the facts of the case at the time the warrant is executed (see Section 3-2 for further information).

2-6. Search Warrant Upon Oral Testimony

A magistrate may issue a search warrant based upon sworn oral testimony communicated by telephone or other appropriate means pursuant to procedures established under Rule 41 of the FRCP. Absent a finding of bad faith, evidence obtained from a warrant requested and issued by telephonic or other means under Rule 41 is not subject to suppression on the ground that issuing the warrant in that manner was unreasonable under the circumstances. State judges are not authorized to issue warrants under this rule.

- Pursuant to Rule 41(e)(3)(A), the applicant must prepare a “proposed duplicate original warrant” and must read or otherwise transmit the contents of that document verbatim to the magistrate judge.
- Pursuant to Rule 41(e)(3)(B), if the applicant reads the contents of the proposed duplicate original warrant, the magistrate judge must enter those contents into an original warrant. If the applicant transmits the contents by reliable electronic means, that transmission may serve as the original warrant.
- Pursuant to Rule 41(e)(3)(C), the magistrate judge may modify the original warrant. The judge must transmit any modified warrant to the applicant by reliable electronic means or direct the applicant to modify the proposed duplicate original warrant accordingly.
- Pursuant to Rule 41(e)(3)(D), upon determining to issue the warrant, the magistrate judge must immediately sign the original warrant, enter on its face the exact date and time it is issued, and transmit it by reliable electronic means to the applicant or direct the applicant to sign the judge’s name on the duplicate original warrant.
- Pursuant to Rule 41(d)(3), the magistrate, prior to being informed of any facts supporting probable cause, must place the special agent and any witnesses under oath and make a verbatim record of the conversation with a suitable recording device, if available, or by a court reporter, or in writing. The magistrate judge must have any recording or court reporter’s notes transcribed, certify the transcription’s accuracy, and file a copy of the record and the transcription with the clerk. Any written verbatim record must be signed by the magistrate judge and filed with the clerk.

- While it is the magistrate's responsibility to immediately administer the oath, the special agent must ensure that he/she has been sworn prior to his/her providing probable cause for the search.

SECTION 3. EXECUTING SEARCH WARRANTS

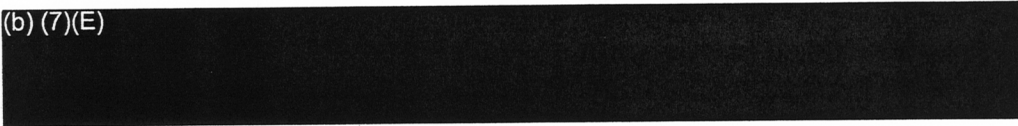
3-1. Preplanning

A pre-execution briefing will be led by the case agent, or designee, under the supervision of the ASAC, and the information provided to the participants will include at least the following points:

- If the case agent or the ASAC will not be present at the search, a senior special agent must be designated to be the "Team Leader" in charge at the scene.
- The case agent will ensure that a written Operation Plan, OIG Form 374 (Appendix 2) has been prepared and approved by the SAC, or designee.
 1. The Operation Plan should document risk factors, such as the presence of children, elderly, disabled persons, infirm persons, dangerous weapons, or animals, and should note appropriate measures that will be taken to address these risks.
 2. The Operation plan should establish the operational procedures for when and how forced entry into a premise will be made (whether a no-knock entry or delayed entry); and should describe any information that might be relevant to an agent's determination to make a forced entry into a premise, including the source and timeliness of related intelligence.
 3. (b) (7)(E) All copies will be retrieved at the conclusion of the operation. Copies should be numbered and the case agent should ensure that a procedure is in place to retrieve and account for all copies.
- The case agent will ensure that all members of the search team have been adequately briefed and are fully aware of all items or information for which they will be searching, and foreseeable contingencies are discussed.
- The case agent will ensure that each special agent participating in the search has an assignment.
- The case agent will ensure that a special agent is assigned to video record and/or photograph the premises prior to the search and after the search has been completed, particularly the locations where evidence is discovered.

- When feasible, local law enforcement authorities should be provided notice of the operation prior to its execution unless by doing so, the operation would be compromised.
- The SAC will notify the OIG public affairs representative whenever possible at least one day prior to the execution of the warrant to coordinate media statements and provide input for responses to any congressional inquiries or of foreseeable interest by Congress or the Department.
- SAC will also ensure notification to appropriate Department officials (i.e. Human Resources and senior POC officials on cases involving Department employees)

3-2. Gaining Entry

- The safety of the agents is paramount in executing warrants. The entry team/team leader should consider and be prepared to address threats that might arise and communicate these to other members participating in the operation.
- (b) (7)(E) 
- Pursuant to 18 U.S.C. § 3109, the entry team will “knock” and loudly announce their presence, authority, and purpose in order to adequately alert occupants (e.g., “Police with a search warrant open the door!”).
- Forced entry may be used if, after announcing authority and purpose and requesting admittance, it is determined that the request for admittance has been refused, or if it is determined that exigent circumstances that would warrant entry without knocking and announcing are present (see Section 2-5). Forced entry should be made pursuant to and consistent with procedures established in the Operation Plan (see Section 3-1).
 1. Refusal of a request for admittance may be inferred from circumstances such as the failure of occupants to respond and from the sound of evidence being destroyed or of suspects fleeing. An inference of refusal based on a failure of occupants to respond may only be made after the occupants have been allowed a reasonable period of time to act lawfully. The time allowed should vary from case to case, and should take into account specific facts known at the time of the request for admittance. Where refusal is inferred from sounds of the destruction of evidence or fleeing of suspects, entry may be made as soon as there is a reasonable belief that such exigent circumstances exist.

2. In any case where forced entry is made, the agent must be able to articulate specific facts establishing the basis for his/her belief that entry has been refused or that exigent circumstances exist.

• (b) (7)(E)

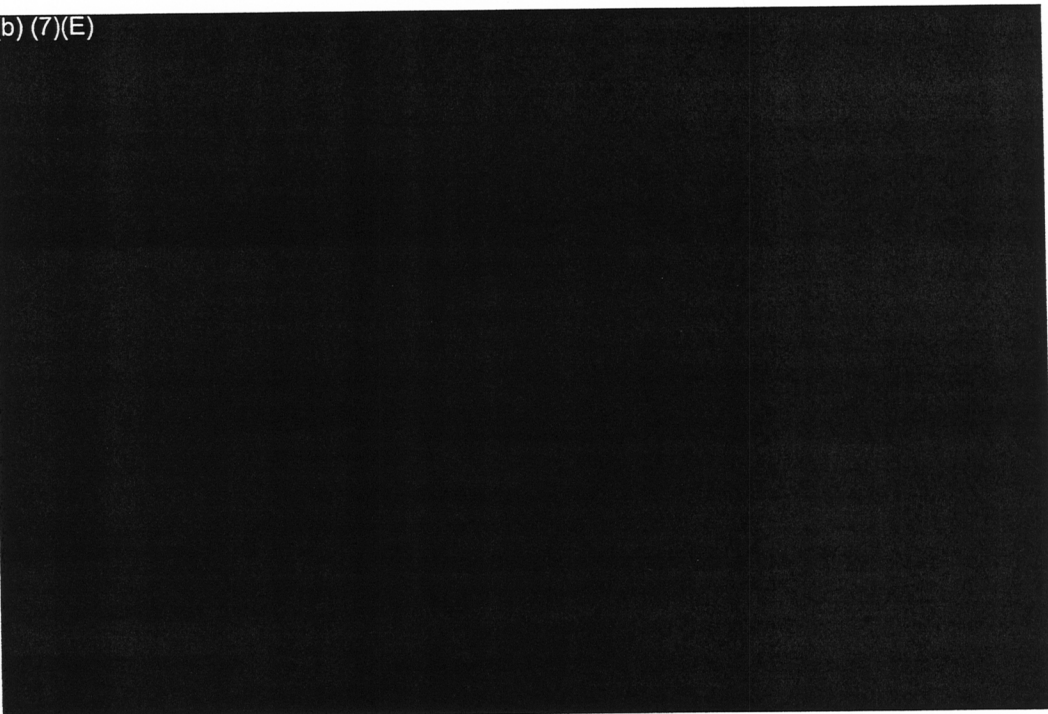
- Special Agents should consider that there are exceptions to announcement requirements delineated in section 2-5 of this chapter.
- If forced entry is made, an agent should memorialize – as soon as possible – the amount of time that passed from the initial knock and announce to the forced entry as well as the specific, articulable facts that were the basis of the belief that a forced entry was necessary. The time elapsed and justification for making the entry must be included in the warrant after action report.
 1. Prior to leaving the premises, the access point breached must be secured. Securing the premises may require the services of a locksmith or other resource. Regional offices should ensure adequate funds are available to authorize the procurement of services and/or make necessary purchases to secure the premises.
- The special agents first entering the premises should continue to loudly announce their presence and authority. (b) (7)(E)
- The search team will promptly conduct a security sweep of the premises to ensure that no threats to physical security exist. This will include any location from which a person could launch an attack against a special agent. Special agents conducting a lawful search under a warrant have the authority to ensure that they will conduct their search without interference. Persons encountered should be taken to a pre-arranged location on the premises until the protective sweep has been completed. These individuals should be kept in that location under the constant supervision of a designated special agent(s). After the premises have been completely secured, non-law enforcement personnel supporting the search team may be allowed to enter.
- OIG is authorized to seek assistance and support from other Federal, state, and local law enforcement agencies (b) (7)(E)

3-3. Searching Individuals on the Premises

The issuance of a search warrant for premises does not automatically give special agents the authority to search or arrest all persons found on the premises. Probable cause that a particular person has secreted items sought in the search warrant on him or herself may lead to a search of that person. However, if there is evidence to believe that certain persons will have items on their persons at the time of the execution of the search warrant, the warrant should indicate in advance that such a search is to take place. Special agents should also consider the following:

- Special agents may take steps reasonable and necessary to protect the safety of themselves and persons and property under their control. Therefore if a special agent can articulate a reasonable basis for believing that a particular person may be armed and presents a threat to the special agent or others, then the special agent may conduct a Terry frisk of the person for weapons.

- (b) (7)(E)

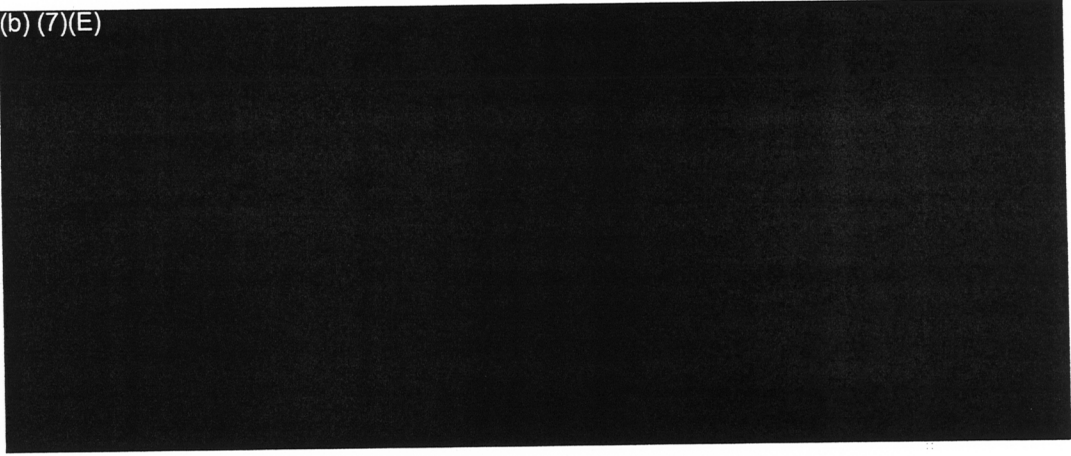


- Personal articles carried by persons on the premises may or may not be considered part of the premises for the purpose of being covered by the warrant. Generally, if personal property such as suitcases, purses, briefcases, etc. are found unattended on the premises being searched, special agents may search these items without first attempting to identify the ownership if such items logically could contain the evidence sought under the warrant, regardless of any assertions to the contrary by occupants.

3-4. Searching Procedures

Safety and thoroughness are the primary considerations when a search is being conducted; however, special agents will not unnecessarily damage or destroy property while conducting a search. Special agents will follow the guidelines set forth below:

- (b) (7)(E)



- Pursuant to 18 U.S.C. § 111, it is a crime for anyone to forcibly assault, resist, oppose, impede, intimidate or interfere with any employee or officer of the United States, or anyone assisting such official, while that official or person assisting such official, is engaged in the performance of their official duties, or on account of such duties. Pursuant to 18 U.S.C. § 2231, it is a crime for anyone to forcibly assault, resist, oppose, impede, intimidate or interfere with any person authorized to serve or execute search warrants or make searches and seizures while that person is engaged in the performance of those duties or on account of such duties. If during the execution of a search special agents encounter conduct that fits the description of the above statutes, the special agent should consider making an arrest and should refer the matter to an AUSA for prosecution, whether or not an arrest was made. Assaultive subjects must be arrested. Procedures for processing an arrestee under these circumstances are found in Chapter 3270, Section 4-2.
- The case agent or designated team leader will provide a copy of the search warrant to the responsible occupant.
- If there are any articles immediately recognizable as valuable (e.g. money, jewelry, or other items known to be of high value) anywhere on the premises, the responsible occupant and two special agents should locate and secure these articles. If anything of value is to be seized as evidence or contraband, include it on the written inventory (see Chapter 3400, Evidence and Related Matters. Upon encountering any valuable articles not subject to seizure, take rigid measures to ensure their security, especially if the lawful owner of such articles will not be present after the special agents leave. The premises should be completely locked and secured. It may be necessary to make arrangements to guard the premises until it can be secured or until the owner arrives. If unusually valuable items are

encountered (large amounts of cash, jewelry, etc.), it is advisable to take it into custody for safekeeping and provide the owner with a receipt using the Evidence Inventory/Property Receipt Form.

- Label and then videotape and photograph the premises *before* beginning any physical search. Sketching is also advisable at some point during the operation, but not required. Sketching can be very useful when determining where evidence was seized subsequent to the operation. The premises should then be videotaped after the operation is complete. Ensure any valuable items not seized are clearly present in the after operation video.
- Search the premises in a thorough and orderly fashion. Teams of two should conduct searches. If practical, photographs should be taken of important evidence as well as valuables (e.g. money, jewelry, or other items known to be of high value) in the location where it was found. All seized evidence should be placed in a box or envelope which contains a brief description of the item, as well as the room designation and general location in which it was located. This description should also contain the initials of the seizing special agent(s).
- Some searches may involve the search and seizure of materials that are potentially covered by the attorney-client or attorney-client work-product privilege. In instances when a search is being planned, and there is reason to believe that such information may be involved, a taint team should be assembled to control the collection and review of materials marked as such. The taint team would consist of attorneys or special agents not involved with the investigation. In searches when no taint team is deployed, and such materials are encountered, the evidence should be immediately segregated and secured separately, and so marked, so that it may be reviewed by attorneys for the government not associated with the investigation.

3-5. Seizing Evidence

One special agent at the location of the search will be designated to be the seizing agent of all articles seized as evidence. Items seized during a search warrant will always be treated as evidence and handled pursuant to Chapter 3400, Evidence and Related Matters.

3-6. Reporting the Search

- Upon completing the search either the ASAC, case agent, or the team leader for the site should hold a post operational critique.
- An after action report in the form of a Memorandum of Investigation (OIG Form 301) will be prepared within seventy-two hours, setting forth pertinent information surrounding the execution of the warrant, including the method of entry as well as any vital interviews conducted.

- The ASAC will ensure that special agents have included the following documents in the case file (EDITS):
 1. A copy of the search warrant affidavit and inventory of seized items.
 2. The Memorandum of Investigation (OIG Form 301) reporting the search activity.
 3. A copy of the operational plan.
 4. A copy of each signed Affidavit for Search Warrant filed by a special agent having to do with the case.

SECTION 4. WARRANTLESS SEARCHES

4-1. Types of Warrantless Searches

Various types of searches may be conducted without a warrant such as searches incident to arrest, limited protective searches, consent searches, searches in exigent circumstances, abandoned property searches, and vehicle searches. Considerations particular to warrantless Vehicle Searches are covered in Section 4-2.

- **Search Incident to Arrest.** Probable cause is not needed to search an individual incident to their lawful arrest, or to search containers (including portable electronic devices) found as a result of that search. When a search incident to an arrest is made, the validity of the search depends upon the lawfulness of the arrest. Generally, if the arrest is lawful, the search incident to it will also be lawful, and any evidence obtained from items seized will be admissible in court. The search should be a methodical search from head-to-toe. Prior to searching any portable electronic devices seized, special agents should consult the AUSA for guidance as different jurisdictions may have different standards concerning such searches. When conducting a search incident to arrest within premises, special agents are able to search any area within the lunging distance of the arrestee. Also, a protective sweep of the premises may be conducted based on specific, articulable facts known to the special agent(s) on the scene. Such a sweep should only be conducted in areas from which a person might reasonably be expected to launch an attack. For further information regarding searches incident to arrest see Chapter 3270, Arrest and Processing Procedures, Section 2-3.
- **Terry Frisk.** A cursory search for weapons, specifically, a frisk or pat down is permissible for weapons only, as specified in Terry vs. Ohio, provided that the special agent has specific, articulable facts to develop reasonable suspicion that an individual might be armed. If, in the process of conducting a Terry frisk, a special agent feels something that she/he believes is contraband, then that special agent can legally reach into the relevant area (generally of the outer garments) and seize contraband, consistent with the Plain Feel Doctrine. Special agents with lawful authority to

conduct a frisk, may frisk not only the person but also the lunging area from which a suspect could obtain a weapon. This will include such nearby areas as a newspaper on the ground, a trash barrel, a jack in the back seat of a car, under the car seats if the suspect was originally sitting in the car.

- Consent Search. A consent search is a search made with the voluntary consent of one authorized to provide consent. Consent is a relinquishment of Fourth Amendment rights by the consenting party, and thus is reasonable even in the absence of probable cause and where searching special agents cannot particularly describe the materials being sought. The following issues must be considered:
 - a. Initial Determination. Determine whether the premises or property to be searched actually require a consent or warrant type search. Some areas, such as open fields, public places, and abandoned property can be lawfully searched without consent or a search warrant, and any incriminating evidence uncovered is generally admissible in judicial proceedings.
 - b. Lawful Possession. When seeking permission to search without a warrant, obtain consent from a person authorized to give consent. Only a person in lawful possession may give consent, i.e., person who currently possesses the premises or personal property to the exclusion of others. Ownership is not the equivalent of lawful possession where the owner has temporarily yielded his/her right to possess, e.g., landlord and tenant, or innkeeper and guest. Nor is lawful presence the same as lawful possession. A guest or invitee, lawfully on the premises, is generally not authorized to give up rights possessed by a host.
 - c. Joint Possession. Where two or more persons jointly possess a premises or property, any one of the individuals can consent to a search of the areas or things that are commonly possessed as long as no present co-tenant or co-owner objects, and as long as the special agent reasonably believes that the individual shares common authority over the area or thing. With regard to accessing the password protected computer files of a subject on the consent of a third party, the AUSA should be consulted before bypassing password protection (as opposed to being provided the password by the third party), as different jurisdictions may have different standards concerning such searches.
 - d. Parental Consent. Generally, parents may consent to the search of a family dwelling directed against the children (under 18 years of age) residing therein and being supported by the parents even over the child's objection. While a child may consent to a search of the family home absent objection by a parent, special consideration should be given to evaluating the common authority of a child over the premises in such cases.
 - e. Voluntariness. The critical issue in any consent search is whether the consent is voluntary; that is, whether the consent is the result of a free and

unconstrained choice. It is the government's burden to prove the consent was not coerced. Whenever possible, document the process by which consent was granted via Consent to Search - OIG Form 372.

- f. Waiver of Rights. Special agents are to inform individuals from whom consent is sought that they have a right to withhold consent, as appearing on the Consent to Search - OIG Form 372.
- g. Proof of Consent. Consent to search should be obtained in writing, if possible, via the Consent to Search - OIG Form 372. In the event an individual verbally consents, but will not sign the form, special agents should make a record of the consent on this form, preferably in the language of the individual giving consent. The completed form should be retained in the case file.
- h. Limitations on Consent. The consenting party still maintains some level of control over the conditions of a search. He/she may revoke the consent or may otherwise limit the scope or time of the search at any time. However, if consent is subsequently revoked, and items seized during the period of consent are considered to be legally obtained, and the government is under no obligation to return them.
- i. Implied Consent. Neither silence nor a failure to object can be considered a voluntary consent. An affirmative consent must be granted.
- j. Receipt. An Evidence Inventory/Property Receipt (See Chapter 3400 Evidence and Related Matters) is to be prepared and given to the consenting party for any property seized during a consent search. One copy is given to the consenting individual and the original is held in the case file.
- k. Nonproductive Consent Searches. Where no evidence is seized as a result of a consent search, a notation to that effect should be made on the Consent to Search Form. A request for the consenting party to initial the notation should be made.
- Warrantless Searches In Exigent Circumstances. Delays in obtaining a search warrant may jeopardize the safety of individuals and compromise evidence. The law therefore recognizes that under certain exigent circumstances the requirement for a search warrant is waived, and a special agent may properly make a warrantless entry and search of a place protected by the Fourth Amendment. A special agent may enter immediately to protect life or safety, to seek out a fugitive while in "hot pursuit," and to preserve evidence that appears to the special agent to be in the process of destruction or removal. Such entries and searches can be made only under extraordinary circumstances. Special agents should, whenever feasible, discuss the possibility of conducting a warrantless search with the ASAC before placing themselves in a position where such a search may be necessary. Should a

warrantless search be conducted in any of the aforementioned circumstances, it should be documented in a Memorandum to File with the subject title, "Warrantless Search." Refer to Section 5-4 of this chapter for more information on conducting warrantless searches in special circumstances.

- Abandoned Property. Voluntarily abandoned property may be searched and seized without a warrant if the abandonment has not been caused by prior illegal law enforcement conduct. Abandonment of premises deprives the former possessor of the right to assert that his/her rights were violated by law enforcement entry, search, or seizure. The special agent needs to consider the following:
 - a. Proof of Abandonment. To prove abandonment, the prosecution must be prepared to show the intent of the former possessor at the time he/she abandoned. Because the relinquishing party seldom announces intent to abandon, the state of mind must be proven circumstantially.
 - b. Authority to Enter. Consent to enter or search need not be obtained from the abandoning party, but special agents must get permission from the lawful party to which possession may have reverted to upon the abandonment, (e.g. the property owner of the building containing the abandoned apartment) providing exigent circumstances do not exist.
 - c. Trash. Property discarded in a common trash pile (i.e. dumpster) or garbage set out for collection beyond the curtilage has been abandoned. Special agents should seek prosecutorial and/or supervisory guidance if there is any question as to what constitutes the curtilage with regard to a specific property.
 - d. Approval. With the exception of the seizure of trash, special agents should enter and search abandoned property only where it is impractical to obtain a search warrant.

4-2. Vehicle Searches

Vehicles can be searched with or without a search warrant depending on the circumstances. If a search warrant has not been obtained, special agents may use the Consent to Search - OIG Form 372 to request lawful access to search the vehicle. The vehicle exception to the Fourth Amendment's warrant requirement provides that if a special agent has probable cause to believe that a readily mobile vehicle has evidence of a crime or contraband located in it, a search may be conducted without first obtaining a warrant. The special agent needs to consider the following:

- Special agents must have probable cause to believe the vehicle contains evidence of a crime or contraband. Second, the vehicle must also be "readily mobile" meaning that it must be capable of ready movement. The search

may be made of every part of the vehicle and its contents to include locked and unlocked containers.

- Vehicle - Frisking the Lunging Area. If a special agent lawfully stopped or encountered a vehicle and has a reasonable belief that the occupant(s) is dangerous and may gain immediate control of a weapon, a frisk of any lunging area is permissible. This type of frisk of the vehicle is limited to the entire passenger compartment and any unlocked container in the passenger compartment. The trunk or any locked container would require probable cause to search under this circumstance.
- Search of Vehicle Incident to Lawful Arrest of Occupant(s). A search of a vehicle incident to arrest is reasonable for officer safety issues or to safeguard evidence of the arrest offense. In accordance with *Arizona v. Gant*, 556 U.S. 332 (April 21, 2009), law enforcement may conduct a warrantless search of the passenger compartment of a vehicle incident to a recent occupant's arrest only if it is reasonable to believe that: (1) the arrestee might access the vehicle at the time of the search and thus pose a risk to officer safety; or (2) the vehicle contains evidence of the offense of the arrest.
- Inventory Searches. Inventory searches are conducted in order to: (1) Protect Owner's Property While in Law Enforcement Custody; (2) Protect Law Enforcement Against Claims or Disputes Over Lost/Stolen Property; and (3) Protect Law Enforcement From Potential Dangers Located in the Property. The vehicle must have been lawfully impounded and must be conducted in accordance with ED-OIGs standardized inventory policy. ED-OIG policy for Inventory Searches is: When a vehicle is legally impounded, the vehicle will be inventoried and secured. The condition of the vehicle and its contents will be documented on an Evidence Inventory/Property Receipt (see Chapter 3400, Evidence and Related Matters). The inventory will include property located in the passenger compartment, glove box, trunk, and in any locked or unlocked containers. Any evidence discovered during the inventory will be seized and accounted for according to the procedures described in this chapter and Chapter 3400, Evidence and Related Matters.

SECTION 5. SPECIAL SITUATIONS

5-1. Workplace

A common search situation confronting OIG special agents is a search on government-controlled premises where a public employee is thought to possess incriminating evidence on the work site.

- A public employer does not need a search warrant to search a public employee's desk or files if the search is for work-related materials in non-investigatory work-related situations or in situations where the employer is

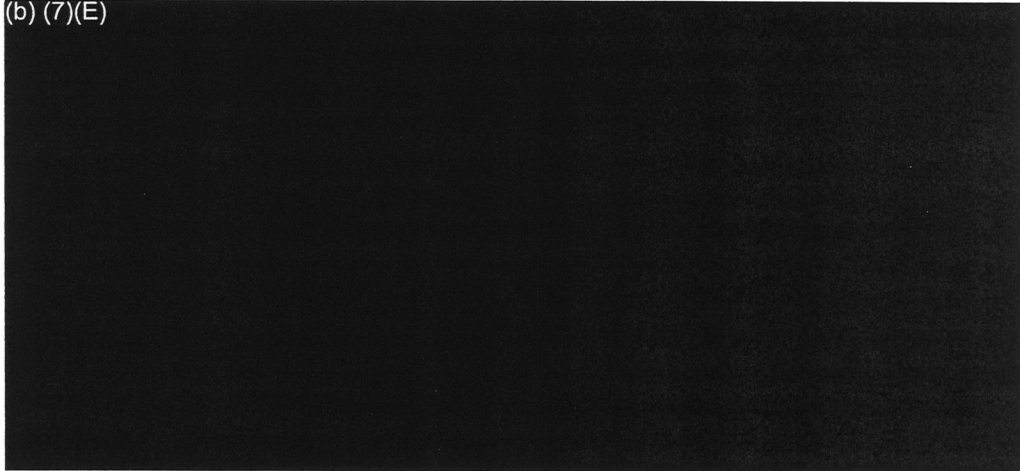
investigating non-criminal work-related misconduct. To justify the warrantless search, the employer must have a reasonable belief that the work-related property is stored in the place to be searched and the intrusion must be reasonable.

- Searches and seizures of the property and work-space of public employees by law enforcement officials (OIG special agents) for violation of criminal statutes requires a search warrant.
- An employer is generally barred from permitting a search of his/her employee's personal property.
- The authority of an employee to permit a search of business premises depends upon the authority delegated to the employee by the employer.
- Special rules apply to the search and seizure of government computers and IT devices. See Section 5-3 below, as well as Chapter 5502 for more information.

5-2. Use of Auditors/Inspectors or Other Non-Law Enforcement Personnel

Special agents need to consider the following when working jointly with non-law enforcement personnel either within or outside the OIG.

- (b) (7)(E)




- Similar obstacles could occur when an auditor/inspector, under the direction of a special agent, questions program participant or contractor personnel to determine evidence of a crime, or when an auditor/inspector invites an OIG special agent to a participant or contractor facility and disguises the special agent's title and mission.
- While the legal outcome of searches and seizures under the foregoing conditions may vary among the circuit courts, the following guidelines should help alleviate Fourth Amendment concerns:

1. The auditor/inspector, under the direction of the special agent, may collect documents or make notes concerning any documents the auditor/inspector normally has access to under program participant access or an audit clause or that are within the scope of the audit/inspection during which time the potential fraud is disclosed.
2. Documents of evidentiary value outside program access or an audit clause should be requested by OIG subpoena where necessary.
3. Once the matter has been referred to the AUSA, seek his/her guidance on how to obtain the records in order to mitigate legal challenges to the evidence. If the matter has not yet been referred, seek guidance from the OIG Counsel.
4. Avoid the use of subterfuge to obtain the records for an investigative purpose.
5. The use of TCD Investigative Personnel (non special agents), as well as Investigative Assistants is an accepted and sometimes necessary practice for the proper and efficient search and seizure of evidence, particularly electronic data. However, non- law enforcement personnel should not enter the premises unless and until it has been completely secured by the search team.

5-3. Searches involving the seizure of Computers or Computer Data

Special agents in the OIG are likely to be involved in seizing records that are stored in electronic format. Many ED-OIG cases involve searches of computers and other electronic storage devices. Computers and other electronic storage media may be seized if there is probable cause to believe the information stored on the media is evidence of the instrumentality of criminal activity. This includes seizing central processing units, modems, software, documentation pertaining to files and/or programs, cables, printers, hard disks CD-ROMs, floppy diskettes, personal digital assistants, pagers, and other electronic storage media.

- The affidavit in support of the application for a search warrant, or request for subpoena, for computer or other electronic storage media requires specialized knowledge and experience during the drafting phase to ensure that all computer equipment and other electronic media that is required can be taken.
- (b) (7)(E) 
(b) (7)(E) Standard language describing items to be seized may be used in the application for a search warrant.
- Whenever evidence is thought to be maintained electronically, special agents must contact TCD as early in the process as possible, in order to gain assistance with

ensuring the language of the electronic evidence in the affidavit meets the latest legal requirements.

5-4. Warrantless Seizures Pending Issuance of a Search Warrant

Situations may arise where special agents develop probable cause that evidence is located within a location that needs to be secured prior to obtaining a warrant.

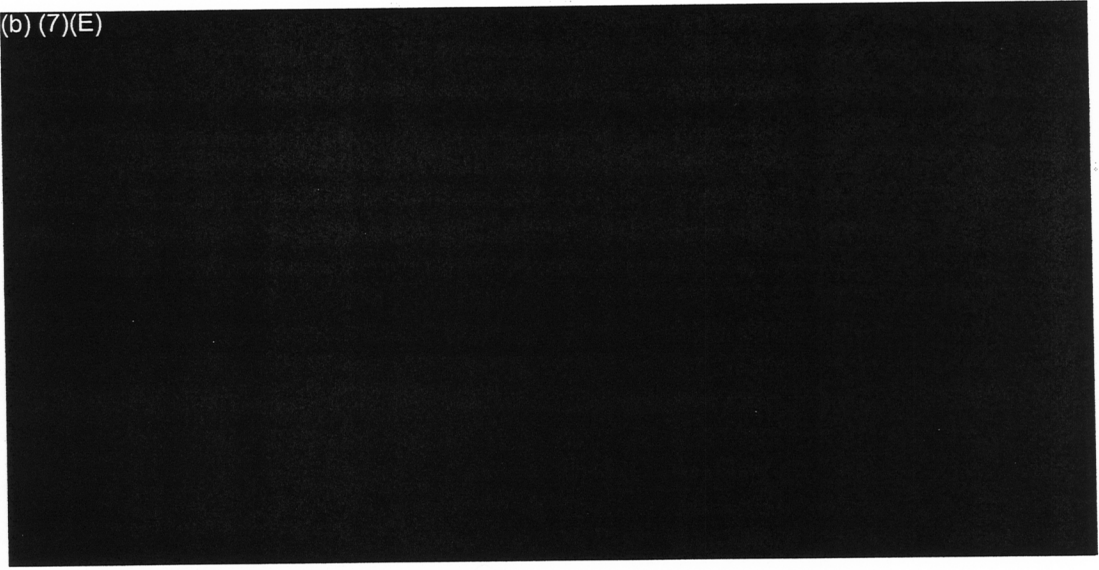
- Special agents who have probable cause to believe evidence exists where someone has a reasonable expectation of privacy (premises, containers, computers, etc.) may need to secure the premises or property to prevent the destruction or removal of evidence while a search warrant is being obtained. When such a need arises, special agents should, whenever possible, secure the premises or property. Premises should be secured from the outside and special agents should refrain from entering until the warrant is obtained.
- If no entry to premises has yet occurred, but special agents have reason to believe entry is necessary to protect themselves or others, or to prevent the destruction of the evidence, entry may be made.
- There will be instances, however, when special agents who make a justified entry will not be able to leave the premises. The presence of other occupants or residents of the premises who have and exercise a lawful right to remain may require the special agents to remain inside the premises while the search warrant is obtained. In such a case, the special agents may control the movements of persons found inside the premises. Special agents must, however, exercise reasonableness in their efforts to control those present and attempt to minimize the intrusion.
- Regardless of which method special agents use to secure premises pending the issuance of a search warrant, the efforts to obtain the warrant must begin without delay. An unjustified, prolonged control of premises might lead a court to find the seizure of the premises to be unreasonable.
- If entry is made based on a special agent's probable cause that it is necessary to prevent harm to special agents or the public and to prevent the destruction of evidence, special agents should refrain from searching and seizing any items until the warrant is issued. Situations where immediate search and seizure is necessary to prevent harm or destruction to evidence is the exception.
- When possible, the items observed in plain view should not be seized until the search warrant is obtained and executed. If dangerous items are observed, (e.g., weapons, explosives, etc.), they should be seized or otherwise secured immediately if such action is necessary to assure the safety of the special agents and others.

5-5. Searching Persons Visiting OIG Offices

Special agents are reminded that 18 U.S.C. § 930 provides fines and imprisonment for anyone who knowingly possesses or causes to be present a firearm or other dangerous weapon in a Federal facility, or attempts to do so. The term "Federal facility" means a building or part thereof owned or leased by the Federal government.

Pursuant to Federal Property Management Regulations, 41 C.F.R. § 101-20.301, persons arriving on, working at, visiting, or departing from property under the charge and control of the U.S. Government are subject to inspection of packages, briefcases, and other containers within their possession; and a full search of a person may accompany an arrest. Authority to conduct such searches lies with officers of the Federal Protective Service.

• (b) (7)(E)



CONSENT TO SEARCH

SEARCH OF PERSON:

1. I hereby consent to a search of my person and/or my belongings by agents of the U.S. Department of Education, Office of Inspector General. _____ (Initial)
2. I understand that I have the right to refuse to allow a search of my person and/or my belongings. _____ (Initial)

SEARCH OF PREMISES OR VEHICLE:

I am the owner/manager/occupant of _____ located at _____
(Premises or Vehicle)

I have been informed of my constitutional right to refuse a search of the above premises or vehicle without a search warrant and of my right to consent to such a search.

WAIVER

1. I understand that I have the right to refuse to allow a search of the above described premises or vehicle. _____ (Initial)
2. I hereby consent to a search by agents of the U.S. Department of Education, Office of Inspector General (ED-OIG) of the above described premises or vehicle. _____ (Initial)
3. I hereby consent to the agents of the ED-OIG taking everything from the above described premises or vehicle which constitutes evidence of a crime. _____ (Initial)
4. I give this written consent to search voluntarily. I have been subject to no threats, promises, or coercion of any kind. _____ (Initial)

Signed this _____ day of _____
(Month, Year) (Signature)

_____, Witness

_____, Witness

OIG FORM 372 (11/02)

U.S. Department of Education

Office of Inspector General
Investigation Services

(Appendix 2)
OPERATION PLAN

Field Office:
Case Title:
Briefing Location:
Briefing Date:
Date of Operation:
Time of Operation:

Case Number:
Case Agent:

TYPE OF OPERATION

☐ Search Warrant

☐ Arrest Warrant

☐ Undercover Buy

☐ Controlled Delivery

☐ Other _____

TARGET LOCATION

Address:

Telephone Number:

Description:

MISSION

CONTINGENCY INFORMATION

Action Signals

Verbal for Arrest:
Verbal for Distress:

Visual for Arrest:
Visual for Distress:

Police Signal

Verbal:

Visual:

Hospital Information

Hospital:
Address:
Telephone:
Directions:

See Map Attachment

Hazards

Animals____

Alarms____

Explosives____

Counter Surveillance____

Children____

Fortified Doors____

Other____

UNDERCOVER/INFORMANT INFORMATION

Name	Frequency	Electronic Equipment	Vehicle	CI/UC Description

ASSIGNMENTS

Name	Vehicle	Frequency	Assignment	Equipment

CONTACTS

Case Agent Cell Phone:
Supervisor's Office Phone:
Supervisor's Cell Phone:
Local Police Dept. Name:
Local Police Dept. Address:
Local Police Dept. Main Phone:
Local Police Dept. Dispatch:
Emergency Medical Service:
Fire Department:
AUSA Office:
AUSA Cell Phone:
AUSA Pager:
Electric Company:
Water Company:
Gas Company:
Alarm Company:
Locksmith:
Local Office Supply Store:
Local Truck/Car Rental:

MEDIA AND PRESS INQUIRIES

All media or press inquiries will be directed to the ED-OIG Public Affairs Officer, Catherine Grant at (202) 245-6900.

RALLY POINT

Location:

Time:

Directions:

CASE SYNOPSIS

INTELLIGENCE

TEAM INSTRUCTIONS

Entry Team:

Search Team:

Surveillance Team:

Arrest Team:

Interview Team:

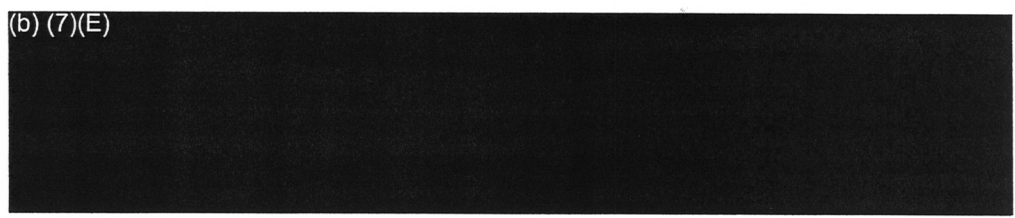
Transport Team:

Other Teams:

Abort Plans:

Post Ops Debrief:

(b) (7)(E)



EQUIPMENT

Agent Personal Equipment:

___ Handgun

___ OC

___ Handcuffs

<input type="checkbox"/> Extra Magazine(s)	<input type="checkbox"/> Ballistic Vest	<input type="checkbox"/> Display Badge
<input type="checkbox"/> Radio	<input type="checkbox"/> Credentials	<input type="checkbox"/> Pen
<input type="checkbox"/> Baton	<input type="checkbox"/> Flashlight	<input type="checkbox"/> Pocket Notebook

Operational Equipment:

<input type="checkbox"/> Ram	<input type="checkbox"/> Digital Camera	<input type="checkbox"/> Writing Paper
<input type="checkbox"/> Pry Bar	<input type="checkbox"/> Camera Batteries	<input type="checkbox"/> Inventory Forms
<input type="checkbox"/> Tape Measure	<input type="checkbox"/> Video Camera	
<input type="checkbox"/> Tape	<input type="checkbox"/> Video Camera Batteries	
<input type="checkbox"/> Latex Gloves	<input type="checkbox"/> Bolt Cutters	
<input type="checkbox"/> Evidence Containers	<input type="checkbox"/> Hand Tools	
<input type="checkbox"/> Boxes	<input type="checkbox"/> Pens	

DIAGRAM

DEADLY FORCE POLICY:

Deadly force may only be used when the Special Agent has a reasonable belief that the subject of such force poses an imminent danger of death or serious physical injury to the Special Agent or to another person.

<input type="checkbox"/> Use of Force Briefing	<input type="checkbox"/> Contingency Plan Briefing
<input type="checkbox"/> Maps Attached	<input type="checkbox"/> Photographs Attached

Plan Prepared By:

Date:

Plan Approved By:

Date: